

Mayor
JOE L. PICCOLO
City Attorney
NICK SAMPINOS
City Recorder
SHERRIE GORDON
City Treasurer
SHARI MADRID
Finance Director
LISA RICHENS



185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501
PHONE (435) 637-5010 • FAX (435) 637-7263
www.pricecityutah.com

City Council
WAYNE CLAUSING
RICK DAVIS
KATHY HANNA-SMITH
LAYNE MILLER
MILES NELSON

PUBLIC NOTICE OF MEETING

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 5:30 PM on 06/24/2015. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1. PLEDGE OF ALLEGIANCE
 2. ROLL CALL
 3. PUBLIC COMMENT
 4. COUNCILMEMBERS REPORT
 5. EAGLE SCOUT PROJECT REQUEST - Alex D. Thayn, Troop 282 of the Boy Scouts of America. Request to install a sign at Cliff View Cemetery.
 6. RESOLUTION 2015-14 - Consideration and possible adoption of Resolution 2015-14 establishing a revised job description for Director Public Works.
 7. USU-E AND CITY BASEBALL USE AGREEMENT FOR ATWOOD BASEBALL COMPLEX FIELD #3 - This updates the 2001 agreement reflecting current use patterns and responsibilities. It provides USU-E nonexclusive use of field #3 in exchange for their contribution of labor, equipment and materials towards maintaining the field.
Also, it clarifies how others can use the field and their interaction with USUE.
 8. PUBLIC HEARING-To receive public comment on the year-end budget revision for Fiscal Year 2014-2015.
 9. RESOLUTION 2015-11 - A Resolution Amending Resolution 2015-03, and Setting Forth the Revised Budget of Price City, Utah, for the Fiscal Year Ending June 30, 2015.
 10. PUBLIC HEARING-To receive public comment on the Tentative Budget for Fiscal Year 2015-2016 and the proposed subsidy transfer from the Electric Fund to the General Fund as included in the Tentative Budget.
 11. RESOLUTION 2015-12 - A Resolution Adopting the Financial Budget of the Price Municipal Corporation for the Fiscal Year Ending June 30, 2016.
 12. RESOLUTION 2015-13 - A Resolution Adopting the Certified Tax Rate for 2015 of the Price Municipal Corporation.
 13. PLANNING AND ZONING COMMISSION -
CONDITIONAL USE PERMIT
 - a. ELECTRIC VEHICLE CHARGING STATION. Consideration and possible approval of an electric vehicle charging facility located at 923 West Westwood Boulevard, within the Commercial 1 (C-1) zoning district Tesla Motors.
- CONSENT AGENDA
14. MINUTES
 - a. June 10, 2015 Price City Council Meeting

- b. June 10, 2015 Price City Council Meeting - Open Meeting Training
- 15. FINANCE DEPARTMENT - Authorization to approve budgeted year-end fund transfers.
- 16. AGREEMENT - Consideration and possible approval of an asset purchase agreement whereby Price City will acquire electrical metering structures from PacifiCorp and related matters.
- 17. ACKNOWLEDGEMENT AND FINAL APPROVAL OF PRIOR ACTIONS TAKEN - Ratification and final approval of: (1) declaration of surplus of Price City owned parcel #01-0541-0000, (2) recording of temporary access easement, (3) completion of title report and survey work, (4) extended comment period thru 06/04/2015 at 4:00 p.m., (5) committee formation and authorization to accept bids, and (6) execution and recording of a quit claim deed.
- 18. APPROVAL - Begin the planning and bid process for the pool bubble replacement project. CIB has approved the project with funds available in August. No commitments will be made until funding from CIB has been secured.
- 19. FIRE DEPARTMENT - Requesting permission to sell an older set of AMKUS extrication tools. These were purchased over 20-years ago and will not cut many of the new reinforced steels being used in the auto industry today. We hope to sell the hydraulic pump unit here in the United States where it can still be used on the new hydraulic tools. The tools, cutter, spreader and ram, we hope to sell to a distributor in South America where their cars do not have the new reinforced steel. We intend to use the proceeds to offset the cost of new extrication tools.
- 20. BUSINESS LICENSES - Authorization to approve business licenses for Body Talk at 790 North Cedar Hills Drive, PK Geography LLC at 140 Hillcrest Drive, and WIX Plaza Annex Property Management at 470 College Avenue.
- 21. TRAVEL - David Wilkinson, NAMI 2015 National Convention, July 5-10, 2015, San Francisco, CA
Kamra Davis, Cedar City Invitational Swim Meet, July 31-August 1, 2015, Cedar City, UT
Shauna Fassett, Bureau of Criminal Identification (BCI), September 15-17, 2015, St. George, UT
- 22. COMMITTEES
 - a. WATER RESOURCES
 - b. EMERGENCY PLANNING
 - c. COMMUNITY PROG.-CULTURE CONNECTION
 - d. POWER COMMITTEE
 - e. INTERNATIONAL DAYS
- 23. UNFINISHED BUSINESS
 - a. Recycling

I, Sherrie Gordon, the duly appointed and acting Recorder for Price City, hereby certify that the foregoing City Council Agenda was emailed to the Sun Advocate. The agenda was also posted in City Hall, the City's website at www.priceutah.net, and on the Utah Public Meeting Notice Website <http://www.utah.gov/pmn/index.html>. This meeting may be held electronically via telephone to permit one or more of the council members to participate.

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should contact Sherrie Gordon at 185 E. Main Price, Utah, telephone 435-636-3183 at least 24 hours prior to the meeting.

June 4, 2015

Alex D. Thayn

PO Box 159

2067 S Hwy 10

Price UT 84501

Honorable Mayor Piccolo and Price City Council:

My name is Alex D. Thayn and I am 15 years old. I belong to Troop 282 of the Boy Scouts of America. I am beginning to work on my Eagle Scout project.

My project idea is to put a sign up at the Cliff View Cemetery in the North Price area. Cliff View Cemetery was established in 1995 to accommodate the need for additional burial plots in Price City. It saddened me to know that this cemetery has existed for 20 years without proper permanent signage.

I enjoy learning about History and I value the importance that it brings to a community. When Elvin Juliano, a veteran of the Korean War, died on January 24, 1997 he unknowingly made history by becoming the first person to be buried in the Cliff View Cemetery. As of today, there are 405 people buried at the Cliff View Cemetery.

I am excited to serve the community where I have lived my entire life and want to make a difference with a lasting legacy, to put up a permanent sign will reflect my love for the people of Price City and for our loved ones who rest in the Cliff View Cemetery.

As you know, an Eagle Scout project is a volunteer project and I do realize that putting up a permanent sign is a huge undertaking but I truly want to make a difference in my community.

I am writing to ask permission to put a permanent sign on city property as well as asking permission to utilize city resources including red rock, equipment, etc. The sign, as approved by yourselves and the Price City Parks Department would consist of laser cut metal and possibly red rock.

I have spoken with Breanna Welch at the Price City Parks Department as well as Gary Sonntag the Public Works Director/City Engineer. I have also met with Jerry Wright at Intermountain Electronics to discuss laser cut designs.

Once approved to do the project, I will begin soliciting donations from members of the community as well as my large, extended family. Any excess donations will be used for flowers or other decorations at the cemetery. All donations are tax deductible.

I look forward to meeting with you to discuss my project further.

Sincerely yours,

Alex Thayn

RESOLUTION NO. 2015-14

A RESOLUTION ESTABLISHING AND/OR REVISING PRICE MUNICIPAL CORPORATION JOB DESCRIPTION FOR THE POSITION OF:

DIRECTOR PUBLIC WORKS

WHEREAS Resolution No. 89-04, as adopted by the Price City Council the 22ND day of MARCH 1989, sets forth the job descriptions for employees of Price City; and

WHEREAS, Price City has determined that it needs a Director Public Works to serve and protect the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRICE CITY COUNCIL AS FOLLOWS:

Section 1. Creation/Revision of Job Description

Resolution No. 89-04, is hereby amended to provide a revised job description for the position of Director Public Works.

Section 2. Adoption of Job Description

The text of the attached Exhibit A is hereby adopted as the job description for the position of Director Public Works.

Section 3. Severability

The provisions of this resolution and the provisions adopted or incorporated by reference are severable.

Section 4. Repealer

The provisions of any other resolutions in conflict herewith are hereby repealed including the previous job descriptions for Director Public Works.

Section 5. Effective Date

This resolution shall become effective on the 25th day of June 2015.

PASSED AND ADOPTED BY THE PRICE CITY COUNCIL 24th of June 2015.

PRICE MUNICIPAL CORPORATION

Joe L. Piccolo, Mayor

Attest:

Sherrie Gordon, City Recorder

**CITY OF PRICE
CLASS SPECIFICATION**

TITLE:	<u>Director, Public Works</u>	GRADE NUMBER:	<u>22</u>
DIVISION:	<u>Administration</u>	CLASSIFICATION:	<u>Exempt, Salaried, At-Will</u>
DEPARTMENT:	<u>Public Works</u>	EFFECTIVE DATE:	<u>June 25, 2015</u>

GENERAL PURPOSE

Provide leadership and direct the activities of the public works organization and assigned departments. Perform administrative, professional and supervisory work in planning, organizing, implementing and directing all phases of public works programs. This includes accountability for operations, budget and personnel. Position is responsible for the planning, design, construction, repair, and maintenance of City infrastructure and related services in compliance with local, state and federal regulations and the policies established by the Mayor and City Council. Work closely with all department heads for various projects, issues and budget compliance. This is an at-will department head position

SUPERVISION RECEIVED

Work under the general direction of the Mayor

SUPERVISION EXERCISED

Provide leadership and supervision to all assigned departments and personnel either directly or through supervisors and managers. Assigned departments include public works, streets, fleet, water, sewer, parks, cemeteries, engineering as well as any other departments that may be permanently or temporarily designated

EXAMPLE OF DUTIES

Perform duties related to supervision, planning, organizing, coordinating, advising, directing and overseeing the administration of Public Works and other assigned Departments.

Prepare or assure preparation of all budgets in assigned departments, authorize purchases of services, materials and equipment, facilitate project and equipment bidding and administer contract agreements

Manage the allocation of manpower and equipment resources to various projects and tasks; set priorities to deal with budget constraints, capital projects, seasonal schedules, unanticipated needs and emergencies

Obtain and lead employees using Price City processes to hire and orient new employees, evaluate and manage employee performance, develop and train employees; make decisions affecting employment status, pay adjustments, advancement, and discipline

Develop specifications and requirements for the purchase of needed capital improvements, equipment, materials, and services

Coordinate closely with engineering and other staff in the development, design, plan review, construction, survey, inspection and approval of public infrastructure, new subdivisions, and developments, streets, water, sewer, drainage, flood control, transportation traffic control and related capital and maintenance projects.

Represent, in a professional and courteous manner, Price City on various committees, boards, associations and agencies as assigned

Ensure employee and public safety is a priority at all times

Meet with the Mayor, City Council and other department heads in the administration of budgets, funding applications, personnel matters, city operations, project scheduling, citizen concerns, problem areas, growth issues, and intergovernmental functions.

Attend regular and special City Council Meetings

Prepare and submit reports or make presentations as needed to the Mayor, City Council and others

Develop emergency operational plans for the public works department. Organize, train and prepare public works personnel in the implementation of FEMA NIMS training, readiness standards and application.

Perform special assignments and other related duties as directed.

MINIMUM QUALIFICATIONS

1. Education and Experience

- A. Graduation from an accredited four year college or university with a degree in engineering, construction, business/public administration, or a related field AND
- B. Eight (8) years of experience with progressively increasing responsibility and training that includes four (4) years of administrative and/or supervisory experience, related to the purpose, duties, knowledge, skills and abilities required of the director of public works OR
- C. An equivalent combination of education and experience

2. Knowledge, Skills and Abilities

Knowledge of modern methods of construction, operation and maintenance of public works facilities

Knowledge of common hazards, liability risks and safety requirements necessary for public works operations

Skill in the use of personal computers; familiar with electronic technology as well as word processing software, spreadsheets and email communications

Skill in verbal and written communication to respond to questions, present solutions, foster teamwork, cooperation, accountability, responsibility, and resolve conflicts

Skills in basic financial accounting, record keeping and analysis, including ability to perform cost-benefit evaluations, weigh alternatives, manage budgets and expenditures

Skill in reading and understanding construction blue prints, plans, maps, detail sheets, project documents, reports and agreements

Ability to define and break down problems, establish facts, and draw valid conclusions

Ability to plan, schedule, coordinate, and direct work

Ability to interpret laws, ordinances and regulations common to public works operations

Ability to establish and maintain effective working relationships with employees, the general public and other organizations and agencies

3. Special Qualifications

Must possess or obtain within two months of being hired a valid Utah State driver license

PHYSICAL DEMANDS AND WORK ENVIRONMENT

While performing the duties of this job the employee is frequently required to stand, walk, kneel, climb, balance, stoop, bend, twist, and turn, and to physically maneuver over and/or upon varying terrain, surfaces or physical structures

Essential duties require the ability to operate motor vehicles, including light trucks or automobiles

The employee must be able to lift, carry, move and push tools, equipment and supplies weighing up to 50 pounds

While performing duties of this job, the employee may be exposed to wet, dry, dirty, and unpleasant conditions

Specific sensory requirements include close, distance and peripheral vision, depth perception and the ability to adjust focus. While performing the duties of this job, the employee is regularly required to use hands to finger, handle or feel; reach with arms and hands; speak, hear, and smell

The employee must be able to work inside and outside in all kinds of weather conditions and temperatures.

Great mental effort required daily; frequent exposure to stressful situations as a result of human behavior, conflict and constant deadlines. Some evening and weekend work required.

Occasional field work and exposure to natural, operational, traffic and construction site hazards

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, or skills required. This job description is subject to change as the need and requirements of the job change

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2015, by and between PRICE CITY , a municipal corporation, at 185 East Main Street, P.O. Box 893, Price, Utah 84501, hereinafter "City", and UTAH STATE UNIVERSITY EASTERN, at 451 East 400 North, Price, Utah 84501, hereinafter "USUE".

WHEREAS, City owns, operates and maintains certain lands, baseball fields and improvements, to include Field #3, commonly known as "USUE baseball field", hereinafter "Field", and which is situated in northeast Price in the Atwood Baseball Complex, located at 1000 north 1150 East, Price, Utah and which includes the area from the west side of the parking lot to the east outfield fence and from the north hillside to the south outfield fence; and

WHEREAS, since 1992, the USUE baseball team has been continually utilizing the Field for baseball practice and game purposes; and

WHEREAS, since 1992, USUE has worked in a cooperative partnership with City to operate, maintain and improve the Field and associated facilities therewith, hereinafter collectively referred to as "Facilities"; and

WHEREAS, the City and USUE hereby acknowledge the benefits to USUE and the community in general as generated by the USUE baseball program, and both parties are desirous of ensuring continued use of the Field and Facilities by the City and USUE baseball team for as many years into the future as is reasonably possible; and

WHEREAS, the parties are desirous of executing a written agreement setting forth the terms which the USUE baseball team may use the City's Field and Facilities.

NOW, THEREFORE, in consideration of the foregoing and in further consideration of the stipulations set forth below, the parties hereto agree as follows:

1. That City hereby grants to USUE a nonexclusive license to use the Field and Facilities under the terms and conditions set forth below.

2. City shall undertake and provide the land, improvements, services and maintenance for the Field and Facilities on Field #3 to be used by USUE, as follows:

- a. Access to the Field over City streets and parking lot
- b. Drainage mitigation and flood control
- c. Basic baseball field land and improvements
- d. Electrical power. This does not apply to future outdoor field lighting
- e. Water supply to a meter for drinking, restrooms and landscape irrigation
- e. Public restrooms or temporary porta-potties

- c. Maintenance and repair of landscape water sprinkler system on the Field, to include water supply, meter, backflow prevention, valving, piping, sprinkler heads, controllers, field hydrant and hose bibs
- d. Mow the outfield lawn following the Park's routine mowing schedule
- e. Care for trees that are within the Field area or immediately outside the Field perimeter
- f. Provide a common trash dumpster in an accessible central location outside the Field perimeter
- g. Maintain the Field chain link fence and gate, except for the backstop
- h. Fire protection and Police patrols

3. USUE shall undertake and provide the following improvements, services and maintenance for the use of the City's Field #3, as follows:

- a. Organize, fund, manage, schedule and coach a university level baseball program
- b. Buildings, facilities, equipment that may include: office, locker rooms, scorer's booth, sound system, snack bar, storage, security, batter's cage and score board etc
- c. Mow lawn in infield and apron areas
- d. Fertilizing, aerating, weeding and watering
- e. Minor repairs to sprinkler heads, plumbing, lawn, and fence
- f. Groom the in-field, mark the field, install bases, pitcher's mound, home plate, batter's box and coaches box
- g. Control storm water surface runoff on the Field
- h. Wind screen on the fence is optional
- i. Snow and ice removal
- j. Spectator areas, grand-stand and backstop
- k. Equipment for USUE's baseball program and USUE's landscape maintenance
- l. Reimburse the City for sprinkler heads, piping, meter and valves, due to freezing when operated by USUE during October 30 to March 31
- m. Winterize the Field and Facilities
- n. Allow other baseball teams to use the Field

4. The City and USUE hereby agree that USUE will allow other baseball teams to practice and play on the Field. Said other teams will make application to the City for use of the field. Said applications will be forwarded to USUE for scheduling of the field. USUE will have first priority, but will make available reasonable times for other baseball teams to use the field. Said other teams will be responsible for the impact to the field to include grooming the infield, marking the field, bases, home plate, pitcher's mound, batter's box, coach's box, cleaning dugouts, picking up trash, leaving the Field and Facilities in a clean orderly state of readiness for the next user. Such other baseball teams shall take steps to properly prepare the Field supplying the labor, materials and equipment themselves or hire out the services.

5. In consideration of USUE's past and future contributions of labor, equipment, buildings, time and funding toward the site improvements and ongoing maintenance of the Field and Facilities, City hereby waives the requirement of payment of a user fee for USUE's nonexclusive use thereof during the term hereof. While there shall not be a fee for use of the Field to USUE or to other baseball teams, USUE may charge other baseball teams and users reasonable fees for use of USUE's labor, equipment, materials and services.

6. Major improvements and alterations to the Facilities and Field shall not be undertaken by USUE without the express written consent and authorization of City.

7. It is expressly understood by and between the City and USUE that any improvements made, services rendered, or supplies delivered by USUE at the Field and Facilities, have and shall continue to be at the sole cost and expense of USUE, unless otherwise agreed upon in writing by the City and USUE. USUE shall not be entitled to any reimbursement from the City for any expenditure, unless otherwise agreed upon.

8. This Agreement shall remain in full force and effect for a period of four (4) years, beginning as of July 1, 2015 and continuing thereafter through June 30, 2019, unless sooner terminated and shall be automatically renewed thereafter in successive four (4) year increments until terminated by either party.

9. The automatic renewal of this Agreement on a four (4) year basis shall commence on the expiration date of the previous term but is contingent upon the following: a) the absence of unresolved issues pertaining to Agreement non-compliance; b) the absence of any decision by the City pursuant to resolution of the City Council that continuation hereof would not be in the City's best interest; and c) the absence of any prior written notice of City's intent or USUE's intent to cancel said Agreement.

10. In the event there are issues that would prevent the automatic renewal of this Agreement, either the City or USUE may organize and schedule a meeting of both the City and USUE, prior to the Agreement renewal date, for the purpose of attempting to negotiate a resolution acceptable to the City and USUE.

11. Written notice of any proposed termination by either party shall be delivered in one of the three following alternative methods: a) within five (5) days of the conclusion of USUE's baseball season in any given year during the term hereof; or b) 365 days in advance of the proposed termination date; or c) as mutually agreed upon by the City and USUE. This Agreement shall not be canceled or terminated during the regular USUE baseball season. When the termination of the Agreement is recognized and confirmed, the parties shall have no further obligation to each other under the terms hereof.

12. The provisions of other agreements in conflict with this Agreement are hereby repealed, including City/CEU Agreement dated 12 December 2001.

13. That time is of the essence of this Agreement.

IN WITNESS WHEREOF, the City and USUE hereto have executed this Agreement in original duplicate form from the day and year first above written, one original counterpart to be retained by the City and USUE.

PRICE CITY, a Municipal Corporation

By _____
Joe L. Piccolo, Mayor

Attest:

Sherrie Gordon, City Recorder

UTAHT STATE UNIVERSITY EASTERN

By _____

Its: _____

Mayor
JOE L. PICCOLO
City Attorney
NICK SAMPINOS
City Recorder
SHERRIE GORDON
City Treasurer
SHARI MADRID
Finance Director
LISA RICHENS



185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501
PHONE (435) 637-5010 • FAX (435) 637-2905
www.pricecityutah.com

City Council
WAYNE CLAUSING
RICK DAVIS
KATHY HANNA-SMITH
LAYNE MILLER
MILES NELSON

NOTICE OF PUBLIC HEARING

June 17, 2015

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 5:30 PM on 06/24/2015. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

PUBLIC NOTICE OF MEETING PUBLIC HEARING

Public notice is hereby given that the City Council of Price, Utah, will hold a Public Hearing at 6:00 p.m. during a regular City Council Meeting in the Council Chambers, 185 East Main, Price, Utah, on 06/24/2015. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1. To receive input on the FY 2014-2015 year end budget revision.

/s/ Sherrie Gordon
Price City Recorder

Published in the Sun Advocate June 16, 2015

I, Sherrie Gordon, the duly appointed and acting Recorder for Price City, hereby certify that the foregoing City Council Agenda was emailed to the Sun Advocate. The agenda was also posted in City Hall, the City's website at www.priceutah.net, and on the Utah Public Meeting Notice Website <http://www.utah.gov/pmn/index.html> June 17, 2015. This meeting may be held electronically via telephone to permit one or more of the council members to participate.

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should contact Sherrie Gordon at 185 E. Main Price, Utah, telephone 435-636-3183 at least 24 hours prior to the meeting.

Mayor
JOE L. PICCOLO
City Attorney
NICK SAMPINOS
City Recorder
SHERRIE GORDON
City Treasurer
SHARI MADRID
Finance Director
LISA RICHENS



185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501
PHONE (435) 637-5010 • FAX (435) 637-2905
www.pricecityutah.com

City Council
WAYNE CLAUSING
RICK DAVIS
KATHY HANNA-SMITH
LAYNE MILLER
MILES NELSON

NOTICE OF PUBLIC HEARING

June 17, 2015

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 5:30 PM on 06/24/2015. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

PUBLIC NOTICE OF MEETING PUBLIC HEARING

Public notice is hereby given that the City Council of Price, Utah, will hold a Public Hearing at 6:00 p.m. during a regular City Council Meeting in the Council Chambers, 185 East Main, Price, Utah, on 06/24/2015. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1. To receive input on the tentative budget for FY 2015-2016, including the proposed transfer from the Electric Fund to the General Fund.

/s/ Sherrie Gordon
Price City Recorder

Published in the Sun Advocate June 16, 2015

I, Sherrie Gordon, the duly appointed and acting Recorder for Price City, hereby certify that the foregoing City Council Agenda was emailed to the Sun Advocate. The agenda was also posted in City Hall, the City's website at www.priceutah.net, and on the Utah Public Meeting Notice Website <http://www.utah.gov/pmn/index.html> June 17, 2015. This meeting may be held electronically via telephone to permit one or more of the council members to participate.

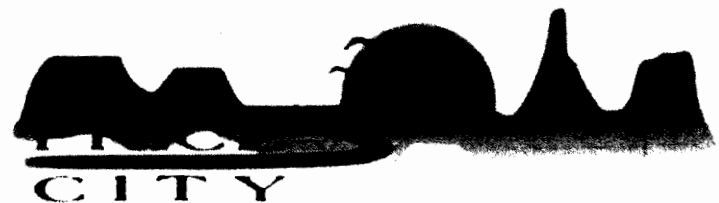
Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should contact Sherrie Gordon at 185 E. Main Price, Utah, telephone 435-636-3183 at least 24 hours prior to the meeting.

CONDITIONAL USE PERMIT

THIS PERMIT IS HEREBY APPROVED FOR:

**A LAND USE OF: AN ELECTRIC VEHICLE
CHARGING FACILITY, LOCATED AT 923
W. WESTWOOD BLVD., WITHIN THE
COMMERCIAL 1 (C-1) ZONING DISTRICT**

CONSISTENT WITH THE TERMS, CONDITIONS AND REQUIREMENTS SET FORTH
BY THE PRICE CITY PLANNING AND ZONING COMMISSION, THE PRICE CITY
COUNCIL AND THE PRICE CITY LAND USE MANAGEMENT AND DEVELOPMENT
CODE.



SIGNATURE _____

DATE _____

ACKNOWLEDGEMENT AGREEMENT FOR CONDITIONS OF LAND USE AS REQUIRED BY THE PRICE CITY PLANNING AND ZONING COMMISSION AND AS AGREED TO BY THE LAND USE APPLICANT FOR AN ELECTRIC VEHICLE CHARGING FACILITY LOCATED AT 923 W. WESTWOOD BLVD. WITHIN THE COMMERCIAL 1 (C-1) ZONING DISTRICT

Purpose: the purpose of this agreement is to establish the terms and conditions of an agreement between Price City and TESLA, regarding the conditions of land use associated with **AN ELECTRIC VEHICLE CHARGING FACILITY LOCATED AT 923 W. WESTWOOD BLVD. WITHIN THE COMMERCIAL 1 (C-1) ZONING DISTRICT** as it is associated with A TESLA ELECTRIC VEHICLE CHARGING FACILITY.

Parties: this agreement is made by and between Price City (City), 185 East Main Street, Price, Utah 84501 and TESLA, (Applicant), for the property located at **923 W. WESTWOOD BLVD.**

Term: the term of this agreement commences on JUNE 22, 2015 and will perpetually run with the land unless terminated based on a change of use or other performance or compliance factors as outlined in the Price City Land Use Management and Development Code (Code). This contract is further subject to compliance with all Code requirements and other state, federal or local permitting.

The parties identified above hereby agree to the following:

Applicant Shall:

- Allow Price City and Price City contractor, if any, perpetual access to electrical equipment for maintenance of the public electrical infrastructure finding that access is required to maintain the public electric system to mitigate outages.
- Acknowledge that no Price City service or maintenance on any Tesla owned equipment finding that private electric service equipment is not the responsibility of Price City to maintain.
- Submission of written confirmation from the private property owner indicating authorization and authority for placement of Tesla equipment on private property finding that private property rights are protected.
 - This permit shall be subject to the perpetual existence of an agreement between Tesla and the property owner for location of the land use on the property.
- No enforcement of parking restrictions, if any, by Price City on private property owned, occupied or used for electric vehicle charging by Tesla or impacting landlord property finding that private property parking and vehicle restrictions are the responsibility of the private property owner(s) those authorized to use the property.
- Pedestrian lighting to be LED fixtures finding that LED fixtures are energy efficient and reduce overall community electrical load and costs.
- Wood fencing on Tesla equipment to be regularly maintained and treated to mitigate any potential condition that may place the wood in violation of the Price City Property Maintenance Code.
- Informational sign to be placed on fencing or equipment indicating emergency and/or service contact information finding that local service and maintenance may not be available to mitigate service, vandalism, graffiti, etc. issues.
 - Optional submission of evidence of local service and maintenance provider to mitigate service, vandalism, graffiti, etc. issues.
- Placement of at least one garbage can adjacent to charging station and regular service for garbage can to accommodate charging station users finding that proper collection and disposal of garbage, rubbish and debris mitigates scatter and is consistent with the Price City General Plan.
 - Optional submission of evidence of authorization to use adjacent garbage facilities finding that proper collection and disposal of garbage, rubbish and debris mitigates scatter and is consistent with the Price City General Plan.
- Price City electrical distribution system upgraded to accommodate Tesla electrical loads and system impact, at Tesla expense, consistent with approved engineering design by Price City and Price City's contractor, Rocky Mountain Power, finding that electrical system upgrade is necessary to serve the electrical load and mitigate any electrical service impact to other system users connected to the system.
- Procurement of a Price City building permit and all construction and development completed under the auspices of the building permit finding that construction and development that is properly permitted and inspected protects the health, safety and welfare of the community.
- Development consistent with requirements for development situated at an elevation below the canal including the equipment must be positioned and protected from storm water flooding and any potential canal breach or overtopping finding that flood protection mitigates damage in flood situations.
- No conditions at the site or structures that violate the Price City Property Maintenance Code finding that properly maintained property and structures protect area property values and the location is on a main community entrance.

Price City Shall:

- Authorize the land use contemplated herein and under the terms and conditions set forth as indicated.

SIGNED THIS ____ DAY OF _____, 20____.

Price City

Applicant:

By Robert Oliver, Planning Commission Chair

TESLA REPRESENTATIVE – PRINT & SIGN

ATTEST:

Sherrie Gordon, City Recorder

Minutes of the Price City Council Meeting
City Hall
Price, Utah
June 10, 2015 at 5:30 p.m.

Present:

Mayor Piccolo

Councilmembers:

Wayne Clausing

Layne Miller

Kathy Hanna-Smith

Rick Davis

Miles Nelson

Bill Barnes, Captain Price City Police Department

Nick Sampinos, City Attorney

Gary Sonntag, Public Works Director

Brett Cammans, Customer Service Director

John Daniels, Human Resources Director

Sherrie Gordon, City Recorder

Excused Absence: Nick Tatton-Community Director, Lisa Richens-Finance Director, and Kevin Drole-Chief of Police

Present: Scottie Draper, Steve Carlsen, Mark Stuckenschneide, Rachel Dunn, Beverly Waldon, Angela Pugliese, Jason Llewelyn, Maurine Bachman, Russell Seeley, and Scott Pendleton

1. Mayor Piccolo called the regular meeting to order at 5:30 p.m. He led the Pledge of Allegiance.
2. Roll was called with the above Councilmembers and staff in attendance.
3. PUBLIC COMMENT –
Mark Stuckenschneide, Principal of Pinnacle Academy, addressed the Council. This week is theme week for the summer students at the academy. The art teacher, along with students, would like to draw chalk murals on the sidewalks in the Peace Garden Friday, June 12, 2015, from 1:00 P.M – 3:00 P.M. Council liked the idea and requested Gary Sonntag, Public Works Director, to work with Mr. Stuckenschneide on this request.

Steve Carlsen, Carbon School District Superintendent, addressed the Council regarding the Carbon High School Baseball Complex. Price City and Carbon School District (District) are partners and have joint usage between the two fields. Mr. Carlsen discussed the “Carbon High School Baseball Complex Master Plan” that the District is starting to prepare. The plan is in the beginning phase. His intent is to start a discussion with the Council of what the school district’s intentions are and to form a joint partnership. He passed out a drawing of the Master Plan for Council to review and stated that the District has budgeted \$1.25 million dollars to fund the complex project. He is going to prepare a draft of a Memorandum of Understanding between Price City and the District before the project starts for the Council’s review. Mr. Carlsen informed the Council that they are working towards presenting the project details at the next City Council meeting. Mayor Piccolo asked Gary Sonntag, Public Works Director, to work with the Carbon School District on this project. Mayor Piccolo stated this is a good opportunity to work with the school district to expand opportunities.

4. COUNCILMEMBERS REPORT - The Councilmembers presented an update on the activities and functions in which they have participated since the last Council meeting.
Mayor Piccolo discussed a proposed letter of support for the existing Castle Country BEAR program. The letter acknowledges support for the current program and its administration. Mayor and Council agreed to sign the letter of support.
Mayor Piccolo discussed a letter of support for the proposed services to be provided by the Utah MentorWorks program. This program works with inmates prior to and following their release from jail in an effort to reduce the high degree of recidivism. Mayor and Council agreed to sign the letter of support.
Mayor Piccolo stated that the 2015 Annual Community Pie Auction was very successful. He thanked all participants for their contributions.

5. CARBON COUNTY EMERGENCY MANAGEMENT AND AMERICAN RED CROSS - 2015 Fire Safety Campaign and request for Price City to take an active role in promoting a Community Emergency Response Team (CERT).
Jason Llewelyn, Carbon County Sheriff's Office of Emergency Management, Angela Pugliese, Carbon County Sheriff's Office of Emergency Management, and Rachel Dunn, American Red Cross, addressed the Council. Ms. Dunn stated that the American Red Cross Home Fire Preparedness Campaign is aiming to reduce the number of deaths and injuries from home fires by installing smoke alarms in homes located in neighborhoods heavily affected by fires. The campaign aims to reduce the number of deaths and injuries from home fires by as much as 25% over the next five years. Along with installing smoke alarms, the Red Cross is joining with fire departments and community groups nationwide to canvass neighborhoods and teach people all over the United States about fire safety. This program is completely free of charge to the City as well as to the citizens who will benefit from the alarm. Ms. Dunn stated that the American Red Cross is thought of as being a resource for large disasters only. This is not true. The American Red Cross supports all disasters, large and small.
Along with the American Red Cross, Carbon County Sheriff's Office of Emergency Management urged Price City to take an active role in promoting a Community Emergency Response Team (CERT).
Jason Llewelyn report to Council that they will partner with Fire Chief Paul Bedont to promote these projects.
6. TENTATIVE BUDGET - Authorization to adopt the Tentative Budget for Fiscal Year 2015-2016 and to set a Public Hearing on June 24, 2015, at 6:00 p.m. in the City Council chambers to receive public comment on the Tentative Budget.
Mayor Piccolo thanked everyone for their hard work to balance the budget with extra appreciation to the Finance Department for their dedication and diligence.
MOTION. Councilmember Hanna-Smith moved to approve the tentative budget for FY 2015-2016 and to set a Public Hearing on June 24, 2015 at 6:00 p.m. Motion seconded by Councilmember Miller and carried.
7. RESOLUTION 2015-10 - Consideration and possible adoption of Resolution 2015-10 establishing a revised job description for Custodian.
John Daniels, Human Resources Director, reviewed the proposed job description. This modernizes the job description.
MOTION. Councilmember Clausing moved to approve Resolution 2015-10. Motion seconded by Councilmember Hanna-Smith and carried.
8. HONNEN EQUIPMENT COMPANY - Parks Department lease of a John Deere Model 310SL Backhoe Loader equipped as per State of Utah Contract, one (1) year lease at \$891.37. Budget 2015-16.
MOTION. Councilmember Clausing moved to approve the one (1) year lease for \$891.37 and for the Mayor to sign the lease. Motion seconded by Councilmember Davis and carried.
9. WASHINGTON PARK/PIONEER PARK TREE GRANT REPORT—Report on accomplishments and results of the tree grant project.
Russell Seeley, Price City Engineer, reviewed the report with Council. The grant from the Utah Division of Forestry Fire and State Lands was a matching grant for forestry work. The grant was for \$8,000 and the City matched with \$8,000 or in-kind services. An inventory was taken of the trees in both parks.
He stated that they replaced 12 large trees. They will continue to replace trees that have died as funds become available. They will also continue to apply for grants. Councilmember Clausing requested they consider the trees in South Park in the future when applying for grants.
MOTION. Councilmember Miller moved to accept the report. Motion seconded by Councilmember Nelson and carried.
10. 1900 EAST PHASE I: AIRPORT ROAD TO 300 NORTH (Project 1C-2015)—Approval of Statement of Just Compensation and Administrative Compensation Estimate for acquisition of temporary construction easements and permanent easements for the construction of Phase I of 1900 East.
Russell Seeley, Price City Engineer, updated the Council on this project. He reported to Council that

\$60,000 has been budgeted for the acquisition of rights of way and easements for this project. He stated that the estimated cost of property acquisition services is \$16,000, and \$11,800 for actual acquisition compensation, totaling \$27,800, and leaving a remaining budget of \$32,200. He introduced Maurine Bachman, Acquisition Agent Consultant. She has the responsibility of handling the property acquisitions. She presented the documents for the acquisition of temporary construction easements for the construction of 1900 East Phase 1. These documents include the Administrative Compensation Estimate and the Statement of Just Compensation for each parcel. There are 10 parcels total. There are two (2) property owners involved and their property will be rented for three (3) years. The value assessments are fair and reasonable. She stated that the forms are prepared to pay the property owners and that upon approval, they are ready to move forward. Once the documents are signed, Russell Seeley will return the documents to UDOT to continue the acquisition process.

MOTION. Councilmember Hanna-Smith moved to approve the Statement of Just Compensation and Administrative Compensation Estimate for acquisition of temporary construction easements and permanent easements for the construction of Phase I of the 1900 East project and for the Mayor and City Recorder to sign the compensation documents. Motion seconded by Councilmember Clausing and carried.

11. PARKS DEPARTMENT UTILITY TASK VEHICLE (UTV) - Project 3E-2015, sealed bid opening June 5, 2015 at 11:00 A.M. Replacement of existing older mules (1996) vehicles experiencing chronic repair problems. One bid was received from Basso RV/ATV for \$8,499. Bid award and sales agreement to purchase one unit with option to purchase a second unit. (Parks Department budget) Gary Sonntag, Public Works Director, reported to the Council on the sealed bid. He recommended that Council accept and approve this bid. This purchase would replace two (2) existing mules that are worn out. Three (3) mules are experiencing problems but this request only replaces two (2) mules. Budget is \$17,000

Councilmember Davis disclosed that he works for Tony Basso.

MOTION. Councilmember Nelson moved to approve the purchase of two (2) RV/ATVs for \$8,499 each. Motion seconded by Councilmember Miller and carried.

CONSENT AGENDA – Councilmember Hanna-Smith moved to approve consent agenda items 12 through 17. Motion seconded by Councilmember Miller and carried.

12. MINUTES -
 - a. May 27, 2015 City Council Meeting
 - b. June 5, 2015 Price City Council Workshop
13. BUSINESS LICENSES - Authorization to approve business licenses for Big Bear of Utah DBA Phantom Fireworks at 770 West Price River Drive (Creekview) and 123 South Highway 55 (NAPA).
14. NOTICE TO UTILITY CUSTOMERS - Authorization to mail a notice to Price City utility customers notifying them of the amount of the budgeted subsidy transfer from the Electric Fund to the General Fund for Fiscal Year 2015-2016, and to inform them of the date, time, and place of the Public Hearing to be held to receive public input; June 24, 2015, at 6:00 p.m. in the City Council chambers during the public hearing on the Fiscal Year 2015-2016 budget.
15. PUBLIC HEARING - Authorization to set a Public Hearing on June 24, 2015, at 6:00 p.m. in the City Council chambers to receive public comment on the Fiscal Year 2014-2015 year-end budget revision.
16. CLASS C ROAD BID ABSTRACT, JUNE 2015 - Bids opened June 3, 2015, 11:00 A.M. Schedule A, Mill & Overlay (one bidder) Nielson Construction, \$80,087.50; Schedule B, Cape Seal (one bidder) Nielson Construction, \$68,800; Schedule C, Crack Seal (seven bidders) low bid Hot Asphalt/1-866-Potholes, \$35,600; and Schedule D, Paint Striping (three bidders) low bid Peck Striping, \$18,764.50. Total \$203,252 budgeted; bid award(s) and contract agreement(s) to follow.
17. TRAVEL REQUESTS -
Officer Mike Adams and Officer Stephen Regruto, CMDTF: Advanced Narcotics Tactics Training, June 29-July 3, 2015, Sandy, UT
Debbie Worley, PCPD: Utah Council on Victims of Crime, June 10-11, 2015, Midway, UT

18. COMMITTEES – Updates presented.
 - a. WATER RESOURCES
 - b. EMERGENCY PLANNING
 - c. COMMUNITY PROG.-CULTURE CONNECTION
 - d. POWER COMMITTEE
 - e. INTERNATIONAL DAYS
19. UNFINISHED BUSINESS
 - a. Recycling. Councilmember Davis will attend a meeting on June 11, 2015 and report back to Council.

Mayor Piccolo requested to temporarily adjourn the meeting to proceed with the scheduled Price City Community Development and Urban Renewal Agency Meeting. He asked for a motion.

Motion. Councilmember Nelson made a motion to temporarily adjourn the regular City Council meeting and convene the Price City Community Development and Urban Renewal Agency Meeting at 6:59 p.m. Motion seconded by Councilmember Hanna-Smith and carried.

Following conclusion of the Price City Community Development and Urban Renewal Agency Meeting, Mayor Piccolo reconvened the regular City Council Meeting at 7:03 p.m.

The regular City Council meeting adjourned at 7:08 p.m. by Mayor Piccolo, pursuant to the motion by Councilmember Nelson.

APPROVED:

ATTEST:

Joe L. Piccolo, Mayor

Sherrie Gordon, City Recorder

Minutes of the Price City Council Open Meeting Training
City Hall
Price, Utah
June 10, 2015 at 4:45 p.m.

Present:

Mayor Piccolo

Councilmembers:

Wayne Clausing

Layne Miller

Kathy Hanna-Smith

Rick Davis

Miles Nelson

John Daniels, Human Resources Director

Sherrie Gordon, City Recorder

Gary Sonntag, Public Works Director

1. Mayor Piccolo called the training session to order at 4:45 p.m.
2. Attendees were given a copy of the “Open Meeting Training (Open and Public Meetings Act* Title 52, Chapter 4, Utah Code). Attendees watched the “Open & Public Meetings Training” CD narrated by David Church.

Mayor Piccolo requested a motion to adjourn the City Council training session.

MOTION. Councilmember Clausing made a motion to close the training session at 5:30 p.m. Motion seconded by Councilmember Davis and carried.


APPROVED:

ATTEST:

Joe L. Piccolo, Mayor

Sherrie Gordon, City Recorder

Mayor
JOE L PICCOLO
City Attorney
NICK SAMPINOS
Community Director
NICK TATTON
City Recorder
SHERRIE GORDON
Finance Director
LISA RICHENS



185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501
PHONE (435) 637-5010 • FAX (435) 637-2905
www.pricecityutah.com

City Council
KATHY HANNA-SMITH
RICK DAVIS
WAYNE CLAUSING
LAYNE MILLER
MILES NELSON

Price City

UTAH'S CASTLE COUNTRY!!

**PRICE CITY
CITY COUNCIL MEETING
AGENDA DOCUMENTATION**

Preparation Date: 6-10-15	Submitting Department: Community Development
Meeting Date: 6-24-15	Department Director: Nick Tatton
	Presenter: Nick Tatton
Regarding: Electric Resource Change Over	

Subject:	Acquisition of Metering Structures
Purpose Statement:	Price City needs to acquire metering structures and meters for the new electric resource deliveries.
Background &/or Alternatives:	Approximately 1 year ago the Price City Council chose to change electric resource delivery from a PacifiCorp contract to deliveries through the UAMPS power pool. To accommodate this change several incremental additional agreements and changes need to take place. One of these is to change the metering structures to be owned by Price City, not PacifiCorp, and put in our own meters. We have already acquired new meters via UAMPS and UAMPS has facilitated the acquisition of the structures from PacifiCorp for us. The funding for the purchase will come from our member margin account at UAMPS, which can be replenished over time at the request of Price City. This means no direct financial impact to Price City at this time.
Attachments:	Copy of agreements.
Fiscal Impact:	None directly.
Staff Impact:	None beyond existing duties.
Legal Review:	Mr. Sampinos has reviewed the agreements and has approved as to form.
Recommendation:	It is the recommendation of staff that the agreement be approved.
Suggested Motion(s):	<ol style="list-style-type: none"> 1. Move to approve the asset purchase agreement between PacifiCorp and Price City regarding the metering structures. 2. Move to approve the Mayor and City Recorder to sign the agreement on behalf of Price City. 3. Move to authorize staff to administer the agreement and fund the agreement via the UAMPS member margin account and replenish the margin account over a period of up to 60 months.
Other Comments:	None.

ASSET PURCHASE AGREEMENT

by and between

PACIFICORP
“Seller”

and

PRICE MUNICIPAL CORPORATION
“Buyer”

dated as of June _____, 2015

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “**Agreement**”) dated as of _____ 2015 (the “**Agreement Date**”), is made and entered into by and between PacifiCorp, an Oregon corporation, (“**Seller**”) and Price Municipal Corporation, a Utah corporation (“**Buyer**”). Seller and Buyer are sometimes referred to in this Agreement individually as a “**Party**” and, collectively, as the “**Parties**,” in each case as the context may require.

RECITALS

WHEREAS, Seller owns certain metering facilities located in or near Price City, Utah, as specifically identified in Exhibit A to this Agreement (the “**Metering Facilities**”);

WHEREAS, Buyer has offered to purchase the Metering Facilities from Seller, and Seller is willing to sell the Metering Facilities to Buyer in accordance with and subject to all of the terms and conditions expressed herein; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants and conditions set forth in this Agreement, the sufficiency of which is hereby mutually acknowledged and accepted, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** Capitalized terms used herein or in any Seller Related Documents or Buyer Related Documents have the meanings set forth in this Agreement.

“**Affiliate**” means, with respect to a Person, each other Person that, directly or indirectly, controls, is controlled by or is under common control with, such designated Person; provided, however, that in the case of PacifiCorp, “**Affiliate**” means Berkshire Hathaway Inc. and its direct and indirect subsidiaries. For the purposes of this definition, “**control**” (including with correlative meanings, the terms “**controlled by**” and “**under common control with**”), as used with respect to any Person, shall mean (a) the direct or indirect right to cast at least fifty percent (5%) of the votes exercisable at an annual general meeting (or its equivalent) of such Person or, if there are no such rights, ownership of at least fifty percent (5%) of the equity or other ownership interest in such Person, or (b) the right to direct the policies or operations of such Person.

“**Agreement**” means this Asset Purchase Agreement, as amended in accordance with its terms.

“**Agreement Date**” means the date set forth in the first paragraph of this Agreement.

“**Assignment and Assumption Agreement**” is defined in Section 2.5(f) hereof.

“Bill of Sale” is defined in Section 2.5(e) hereof.

“Business Day” means any day other than Saturday, Sunday, and any day which is a state or federal legal holiday or a day on which banking institutions in New York, New York are authorized or obligated to close.

“Buyer” is defined in the first paragraph of this Agreement.

“Buyer’s Advisors” is defined in Section 5.5 hereof.

“Buyer Related Document” means any certificate, agreement or other document to be delivered by Buyer in connection with this Agreement.

“Buyer Required Consent” means each Required Consent required to be obtained by Buyer in connection with the execution and delivery of this Agreement and the consummation and performance of the terms and conditions of this Agreement.

“Claim” means any demand, claim, action, investigation, legal proceeding (whether at law or in equity) or arbitration.

“Closing” is defined in Section 2.4 hereof.

“Closing Date” the date on which the Closing occurs.

“Contract” means any agreement, contract, lease obligation, promise, or undertaking (whether written or oral and whether express or implied) that is legally binding.

“Damages” means the amount of, any loss, liability, claim, damage (including incidental and consequential damages), expense (including costs of investigation and defense and reasonable attorneys’ fees) or diminution of value, whether or not involving a Third Party Claim.

“Encumbrance” means any charge, Claim, community property interest, condition, easement, equitable interest, lien, option, pledge, security interest, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.

“Environmental Claim” means any Claim arising out of or related to any violation of Environmental Law, or in respect of any environmental conditions or Hazardous Materials.

“Environmental Law” means any Law relating to (i) land use and environmental matters, (ii) the control of any pollutant, or protection of the air, water, or land, (iii) solid, gaseous or liquid waste generation, handling, treatment, storage, disposal or transportation, (iv) exposure to hazardous, toxic or other harmful substances, and (v) the protection and enhancement of the environment.

“Environmental Liabilities” mean all Liabilities with respect to the Purchased Assets, including settlements, judgments, costs and expenses, including reasonable attorneys’ fees, whether based on common law or Environmental Laws.

“FERC” means the Federal Energy Regulatory Commission, or its successor.

“Good Operating Practices” means the practices, methods and acts generally engaged in or approved by a significant portion of the independent electric power industry in the Western Electricity Coordinating Council (**“WECC”**) for similarly situated facilities in the WECC during a particular time period, or any of such practices, methods, and acts, which, in the exercise of reasonable judgment in light of the facts known or that reasonably should be known at the time a decision is made, would be expected to accomplish the desired result in a manner consistent with applicable Law, reliability, safety, environmental protection, economy and expedition, and taking into consideration the requirements of this Agreement, the Transferred Contracts and the other Contracts affecting the operation of the Purchased Assets. Good Operating Practices are not intended to be limited to the optimum practices, methods or acts, to the exclusion of all others, but rather to include a spectrum of possible practices, methods or acts generally acceptable in the region during the relevant period in light of the circumstances.

“Governmental Authorization” means any approval, consent, license, permit, waiver, franchise, ruling, certification, exemption, filing, variance, order, judgment, decree or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Law.

“Governmental Authority” means any federal, provincial, state, county, municipal or local government and any political subdivision thereof, or any other governmental, quasi-governmental, executive, legislative, administrative, regulatory, judicial, public or statutory department, body, instrumentality, agency, ministry, court, commission, bureau, board, or other governmental authority.

“Hazardous Material” means any chemicals, materials, substances, or items in any form, whether solid, liquid, gaseous, semisolid, or any combination thereof, whether waste materials, raw materials, chemicals, finished products, by-products, or any other materials or articles, which are listed or regulated as hazardous, toxic or dangerous or as waste or a contaminant, or are otherwise listed or regulated, or for which liability or standards of care are imposed, under any Environmental Law, including petroleum products, asbestos, PCBs, coal combustion by-products, urea formaldehyde foam insulation, lead-containing paints or coatings, and any substances included in the definition of “hazardous debris,” “hazardous substances,” “hazardous materials,” “hazardous wastes,” “toxic substances,” “pollutants,” “contaminants” or words of similar import, under any Environmental Law.

“Indemnified Party” is defined in Section 10.3(a) hereof.

“Indemnifying Party” is defined in Section 10.3(a) hereof.

“Intellectual Property” means the following intellectual property rights, both statutory and common law rights, if applicable: (a) copyrights, and registrations and applications for registration thereof, (b) trademarks, trademark rights, service marks, service mark rights, trade

names, trade name rights, slogans, domain names, logos and trade dress, and registrations and applications for registrations thereof, (c) patents, as well as any reissued and reexamined patents and extensions corresponding to the patents, and any patent rights and patent applications, as well as any related continuation, continuation in part and divisional applications and patents issuing therefrom and (d) trade secrets and confidential information, including ideas, designs, concepts, inventions, compilations of information, methods, techniques, procedures, processes and other know-how, whether or not patentable.

“Interim Period” is defined in Section 5.1(a) hereof.

“Law” means any federal, state, local, municipal, foreign, international, multinational, or other administrative order, constitution, law, ordinance, principle of common law, regulation, statute, or treaty.

“Liability” means any debt, liability, obligation or commitment of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise.

“Lien” means any mortgage; deed of trust; pledge; security interest; adverse possessory right; mechanic’s, materialmen’s or other lien; covenant, condition or restriction; charge or assessment; lease; easement; license; purchase option; right of first refusal; or any other matter affecting title of any nature whatsoever.

“Material Adverse Effect” means a material adverse effect upon the condition of the Purchased Assets.

“Metering Facilities” is defined in the second paragraph of this agreement.

“Order” means any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Authority or by any arbitrator

“Organizational Documents” means (a) the articles or certificate of incorporation and the bylaws of a corporation; (b) the partnership agreement and any statement of partnership of a general partnership; (c) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (d) any charter or similar document adopted or filed in connection with the creation, formation, or organization of a Person; and (e) any amendment to any of the foregoing.

“Party” and **“Parties”** are defined in the first paragraph of this Agreement.

“Permitted Encumbrances” means (i) any of the Encumbrances listed on Schedule 3.3 attached hereto; (ii) any Encumbrance pursuant to any lease, easement, license, right of way or other real property interest agreement or document of any kind, copies of which Seller has provided to Buyer on or prior to Closing, or any applicable governmental regulations which relates to all or a portion of the real property on which the Metering Facilities are located; (iii) statutory liens for current taxes or assessments not yet due or payable; (iv) mechanics’, carriers’,

workers', repairers', landlords', and other similar liens arising or incurred in the ordinary course of business relating to obligations as to which there is no default on the part of Seller, or pledges, or deposits, or other liens securing the performance of statutory obligations; (v) any Encumbrances set forth in any state, local, or municipal franchise or governing ordinance under which any portion of the Metering Facilities are owned or operated; or (vi) Encumbrances, including zoning, entitlement, restriction, and other land use regulations by Governmental Authorities, which, together with all other Encumbrances, do not materially detract from the value of or materially interfere with the present use of the Metering Facilities or the conduct of the business thereon as it is currently being used and conducted.

"Person" whether or not capitalized, means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Authority.

"Proceeding" means any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

"Purchase Price" is defined in Section 2.3.

"Purchased Assets" means all of the right, title and interest in and to the Metering Facilities.

"Release" means any release, spill, emission, migration, leaking, pumping, injection, deposit, disposal or discharge of any Hazardous Materials into the environment, to the extent prohibited under applicable Environmental Laws.

"Representative" means respect to a particular Person, any director, officer, employee, agent, consultant, advisor, accountant, financial advisor, legal counsel or other legally recognized to serve as a representative of that Person.

"Required Consent" means each approval, consent, ratification, waiver, or other authorization (including any Governmental Authorization) required to be obtained in order to consummate the transaction in accordance with this Agreement.

"Required Notice" means each notice required to be given (including to any Governmental Authority) in connection with the execution and delivery of this Agreement and the consummation and performance of the transaction in accordance with this Agreement.

"Schedules" means the disclosure schedules to be delivered by Seller to Buyer concurrently with the execution and delivery of this Agreement.

"Seller Related Document" means any certificate, agreement, or other document delivered by Seller in connection with this Agreement, including, but not limited to, the Bill of

Sale, and the Assignment and Assumption Agreement, delivered by each of the Parties on the Closing in accordance with the terms of this Agreement.

“Seller Required Consent” means each Required Consent required to be obtained by Seller in connection with the execution and delivery of this Agreement and the consummation and performance of the terms and conditions of this Agreement.

“Seller” is defined in the first paragraph of this Agreement.

“Tax Return” means any return (including any information return), report, statement, schedule, notice, form, or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Authority in connection with the determination, assessment, collection, or payment of any Tax or in connection with the administration, implementation, or enforcement of or compliance with any Law relating to any Tax.

“Taxes” means any and all taxes, fees, withholdings, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any government or taxing authority (foreign or domestic), including taxes or other charges on or with respect to income, franchises, windfall or other profits, gross receipts, GST, property, sales, use, capital stock, payroll, employment, social security, workers’ compensation, unemployment compensation, or net worth, taxes or other charges in the nature of excise, withholding, ad valorem, stamp, transfer, value added or gains taxes, license, registration and documentation fees, and customs duties, tariffs and similar charges.

“Third Party Claims” means all rights, privileges, Claims, causes of action and options against any third parties (including indemnification, contribution and insurance claims) relating to any Purchased Assets.

“Transfer Taxes” means all transfer, sales, transaction privilege, use, goods and services, value added, documentary, stamp duty, gross receipts, excise, transfer and conveyance Taxes and other similar Taxes, duties, fees or charges.

1.2 Interpretation. The following rules of interpretation apply throughout this Agreement and in any Seller Related Documents and Buyer Related Documents:

(a) The headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(b) Whenever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to both genders.

(c) Whenever Seller agrees to take or refrain from taking action, such provision shall be read to include the agreement of each Affiliate of Seller to take or refrain from taking such action.

(d) When calculating the period of time before which, within which or following which any act is to be done or step is to be taken under this Agreement, the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day.

(e) This Agreement is the result of negotiations between, and has been reviewed by, the Parties and their respective legal counsel. Accordingly, this Agreement shall be deemed to be the product of each Party, and there shall be no presumption that an ambiguity should be construed in favor of or against a Party solely as a result of such Party's actual or alleged role in the drafting of this Agreement and any Law, regulation, or rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

ARTICLE II. PURCHASE AND SALE

2.1 Purchased Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, assign, convey, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Seller, free and clear of all encumbrances, all of Seller's right, title and interest in and to the property, tangible or intangible, constituting the Purchased Assets.

2.2 Liabilities Not Assumed. Buyer does not assume, and shall have no responsibility for, any Liability of Seller, including without limitation any Liability relating to the Metering Facilities, which have arisen, been accrued or incurred, or are otherwise based on events taking place, prior to and as of the Closing including Liability for Taxes arising as a result of the transaction. Seller shall remain fully responsible for all Liabilities.

2.3 Purchase Price and Payment. The Purchase Price for the Purchased Assets shall be \$49,927.00. Upon Closing, Buyer shall pay to Seller the Purchase Price, in cash by wire transfer to an account or accounts designated by Seller.

2.4 Closing. The closing (the "**Closing**") shall take place on or before June 30, 2015, or another date mutually agreed on by the Parties but that is no more than ten (10) Business Days after satisfaction or waiver of the conditions specified in ARTICLE VII and ARTICLE VIII (other than conditions that by their terms are to be satisfied as of Closing). In the event that the Closing does not occur by June 20, 2015, but the Parties have mutually agreed on another closing date, Buyer shall have the right to use the Metering Facilities until the Closing occurs, for a period not to exceed sixty (60) days after June 20, 2015.

2.5 Closing Deliveries by Seller. At Closing, Seller shall deliver to Buyer (in form and substance acceptable to Buyer) each of the following, duly executed:

(a) This Agreement duly executed by Seller and duly acknowledged or executed by any required third parties, where applicable.

(b) A certificate duly executed by an authorized officer of Seller, dated as of the Closing, stating that as of Closing each of the conditions set forth in ARTICLE VII, other than the condition set forth in Section 7.8, has been satisfied.

(c) Such other certificates, documents and instruments as Buyer reasonably requests for the purpose of (i) evidencing the accuracy of Seller's representations and warranties contained in this Agreement and any Seller Related Document, (ii) evidencing the performance and compliance by Seller with its covenants, obligations and agreements contained in this Agreement and any Seller Related Document, (iii) evidencing the satisfaction of any condition referred to in ARTICLE VII, or (iv) otherwise facilitating the consummation of the Agreement.

(d) the Bill of Sale in the form attached as Exhibit B, or otherwise in form and substance reasonably satisfactory to the Parties, duly executed by Seller;

(e) in the event that there are any Transferable Permits, an assignment and assumption agreement ("Assignment and Assumption Agreement") in the form attached hereto as Exhibit C, or otherwise in form and substance reasonably satisfactory to the Parties, duly executed by Seller;

(f) copies of all Governmental Authorizations and any other consents, waivers or approvals necessary to be obtained by Seller from third parties in connection with this Agreement; and

(h) all such other instruments of assignment or conveyance properly executed and acknowledged by Seller in customary form as are reasonably requested by Buyer in order to transfer to and vest in Buyer's ownership interest in all of Seller's right, title and interest in, to and under the Metering Facilities and Transferable Permits (if any) in accordance with this Agreement;

2.6 Closing Deliveries by Buyer. At Closing, Buyer shall deliver to Seller (in form and substance acceptable to Seller) each of the following, duly executed:

(a) This Agreement;

(b) A certificate duly executed by an authorized officer of Buyer, dated as of the Closing, stating that the conditions set forth in ARTICLE VIII have been satisfied;

(c) A certificate duly executed by an authorized officer of Buyer, dated as of the Closing, setting forth and certifying (i) the text of the resolutions of the board of directors of Buyer authorizing the execution, delivery, and performance of this Agreement, as applicable and (ii) the signatures and incumbency of the officers of Buyer;

(d) copies of all Governmental Authorizations and any other consents, waivers or approvals necessary to be obtained by Buyer from third parties in connection with this Agreement; and

(e) in the event that there are any Transferable Permits, an assignment and assumption agreement (“Assignment and Assumption Agreement”) in the form attached hereto as Exhibit C, or otherwise in form and substance reasonably satisfactory to the Parties, duly executed by Buyer.

2.7 Closing Costs. The Parties shall each be responsible for payment of their respective costs and fees incurred in connection with activities required or related to completion of the Agreement.

2.8 Tax Matters. Notwithstanding any other provision of this Agreement, responsibility for payment of any and all Transfer Taxes incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by Seller. Seller shall, at its own expense, file, to the extent required by Law, all necessary Tax Returns and other documentation with respect to all such Transfer Taxes, and Buyer will be entitled to review such return in advance and, if required by applicable Law, Buyer shall join in the execution of any such Tax Returns or other required documentation.

2.9 Prorations. Buyer and Seller agree that, except as otherwise set forth in this Agreement, all of the items normally prorated relating to the Purchased Assets, including any Taxes and other items payable by or to Seller under any of the Transferred Contracts to be assigned to and assumed by Buyer hereunder, shall be prorated as of the effective time of the Closing on the Closing Date, with Seller liable to the extent such items relate to any time period through the effective time of the Closing on the Closing Date, and Buyer liable to the extent such items relate to any time period subsequent to the effective time of the Closing on the Closing Date.

2.10 Further Assurances. From time to time, whether before, at or after Closing, Buyer and Seller will execute and deliver such further instruments, in form and substance reasonably satisfactory to the other, and take such other action as may be reasonably necessary to carry out the purposes and intent of this Agreement, including to assure that Buyer has acquired the Purchased Assets free and clear of Encumbrances.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF SELLER

The Seller represents and warranties to Buyer that the statements contained in this ARTICLE III are true and correct as of the date hereof and will be true and correct as of Closing.

3.1 Organization and Good Standing; Authority. Seller is duly organized, validly existing, and in good standing under the Laws of its jurisdiction of formation. Seller has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby and thereby. This Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its respective terms.

3.2 No Conflict.

(a) Neither the execution and delivery of this Agreement nor the consummation or performance of the transaction will, directly or indirectly (with or without notice or lapse of time): (i) contravene, conflict with, or result in a violation of (A) any provision of the Organizational Documents of Seller, or (B) any resolution adopted by the governing body of Seller; (ii) contravene, conflict with, or result in a violation of, or give any Governmental Authority or other Person the right to challenge the transaction or to exercise any remedy or obtain any relief under, any Law or any Order to which Seller, or any of the Purchased Assets, may be subject; (iii) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Authority the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Governmental Authorization included in the Purchased Assets; (iv) contravene, conflict with, or result in a violation or breach of any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or result in the importing, acceleration or increase of any payments or amounts due under, or to cancel, terminate, or modify, any Transferred Contract; or (v) result in the imposition or creation of any Encumbrance upon or with respect to any of the Purchased Assets.

(b) **Schedule 5.1(a)** contains a complete and accurate list of all Required Notices and Seller Required Consents. Seller has given all Required Notices and obtained all Seller Required Consents.

3.3 Title. Subject to the Encumbrance specified in **Schedule 3.3** Seller has good, valid and marketable title to all of the Purchased Assets, free and clear of all Encumbrances, and will effectively convey to Buyer at Closing, good and marketable title to all of the Purchased Assets, free and clear of all Encumbrances (whether or not disclosed to Buyer).

3.4 Condition of Purchased Assets. **Exhibit A** contains a complete and accurate list of all Purchased Assets and (i) all Purchased Assets are in good condition (ordinary wear and tear excepted), no Purchased Asset is in need of any repair or maintenance (other than normal and routine repair and maintenance), and (ii) there are no facts or conditions affecting the Purchased Assets which could interfere in any material respect with the use or operation thereof or their adequacy for such use.

3.5 Sufficiency of Assets. The Purchased Assets comprise all the properties and assets necessary or desirable to use and operate the Metering Facilities after Closing in substantially the same manner as conducted prior to Closing or, if the Metering Facilities were not in use or being operated prior to the Closing, in the manner in which Metering Facilities are customarily used and operated.

3.6 No Material Adverse Effect. There has not been a Material Adverse Effect, and no event has occurred or circumstance exists that may result in a Material Adverse Effect.

3.7 Compliance with Laws; Governmental Authorizations. (i) Seller is, and has at all times been, in full compliance with each Law that is or was applicable to the Purchased Assets; (ii) no event has occurred or circumstance exists that (with or without notice or lapse of time)

(A) may constitute or result in a violation or failure to comply with, any Law affecting the Purchased Assets, or (B) may require undertaking or bearing any cost of remedial action of any nature in connection with the Purchased Assets; and (iii) in connection with the Purchased Assets, Seller has not received at any time any notice or other communication (whether oral or written) from any Governmental Authority or any other Person regarding (A) any actual, alleged, possible, or potential violation of, or failure to comply with, any Law, or (B) any actual, alleged, possible, or potential obligation to undertake, or bear any cost of, any remedial action of any nature.

3.8 Legal Proceedings; Orders.

(a) There is no pending Proceeding (i) that has been commenced by or against Seller or that otherwise relates to or may affect the Purchased Assets; or (ii) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, the transaction. To Seller's knowledge, (1) no such Proceeding has been threatened and (2) no event has occurred or circumstance exists that may give rise to or serve as a basis for the commencement of any such Proceeding.

(b) (i) There is no Order to which any of the Purchased Assets is subject; and (ii) Seller is not subject to any Order that relates to the Purchased Assets.

3.9 Insurance. Seller maintains and has at all times during which it has owned the Purchased Assets maintained without any gaps in coverage, (a) insurance on all of the Purchased Assets covering property damage and by fire or other casualty and (b) adequate insurance protection against all Liabilities, Claims and risks relating to the Purchased Assets which it is customary and appropriate to insure, including general liability, professional liability, fire, theft, casualty, workmen's compensation, employee fidelity and other casualty and liability insurance.

3.10 Tax Matters. All Tax Returns that are required to be filed on or before the Closing Date by, on behalf of or relating to Seller or its financial results have been or will be duly and timely filed or are the subject of a timely filed and valid extension. All Taxes that are shown to be due on such Tax Returns with respect to the Purchased Assets have been or will be timely paid in full. Seller does not have in force any waiver of any statute of limitations in respect of Taxes or any extension of time with respect to a Tax assessment or deficiency. There are no pending or active audits or, to Seller's knowledge, threatened audits or proposed deficiencies or other claims for unpaid Taxes of Seller.

3.12 Solvency. Seller is not now insolvent, and Seller will not be rendered insolvent by the Transaction. As used in this Section, "**insolvent**" means that the sum such Seller's debts and other probable Liabilities exceeds the present fair saleable value of such Seller's assets.

3.13 Full Disclosure.

(a) No representation or warranty of Seller in this Agreement and no statement in the Schedules omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

(b) No notice given pursuant to Section 5.6 will contain any untrue statement or omit to state a material fact necessary to make the statements therein or in this Agreement, in light of the circumstances in which they were made, not misleading.

3.14 Environmental Matters.

(a) Seller has made available to Buyer, true and complete copies of all environmental site assessment reports, studies and related documents in the possession of, or available to, Seller or its Affiliates and that relate to environmental matters in connection with the operation of the Purchased Assets.

(b) Except as set forth on **Schedule 3.14(b)**:

(i) Seller has not been served with notice of any Environmental Claims and, to Seller's knowledge, no Environmental Claims are threatened against Seller by any Governmental Authority or other Person (including any private citizen's group) under any Environmental Laws;

(ii) there has been no event or occurrence related to the Purchased Assets that has caused or reasonably would be expected to cause Seller to fail to comply with any applicable Environmental Laws in any material respect;

(iii) there has been no Release of any Hazardous Material at or from the Purchased Assets that could reasonably be expected to result in an Environmental Claim;

(iv) there are not outstanding, nor have there been issued, any judgments, decrees or judicial orders relating to the Purchased Assets regarding (A) compliance with any Environmental Law or (B) the investigation or cleanup of Hazardous Materials under any Environmental Law;

(v) Seller is, and at all times has been, in compliance with, in all material respects, and has not been and is not in violation of or liable in any material respect under, any Environmental Law in connection with the Purchased Assets; and

(vi) To Seller's knowledge, there are no Environmental Liabilities associated with the Purchased Assets that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

**ARTICLE IV.
REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller that the statements contained in this ARTICLE IV are true and correct as of the date hereof and will be true and correct as of the Closing Date.

4.1 Organization and Good Standing; Authority. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Utah. Buyer has

all corporate power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transaction contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its respective terms.

4.2 No Conflict. Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of the transaction by Buyer will give any Person the right to prevent, delay, or otherwise interfere with the transaction pursuant to (i) any provision of Buyer's Organizational Documents; (ii) any resolution adopted by the governing body or shareholders of Buyer, if applicable; (ii) any Law or Order to which Buyer may be subject; or (iii) any Contract to which Buyer is a party or by which Buyer may be bound.

4.3 Certain Proceedings. There is no pending Proceeding that has been commenced against Buyer and that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, the transaction. To Buyer's knowledge, no such Proceeding has been threatened.

ARTICLE V. COVENANTS

5.1 Regulatory Approvals

(a) From the date of this Agreement until the earlier of the Closing or termination of this Agreement in accordance with its terms (the "**Interim Period**"), Seller will, in order to consummate the transaction (including the transfer of the Transferred Contracts to Buyer), take such reasonable steps as are necessary or desirable, and proceed diligently and in good faith and use all reasonable efforts to expedite and obtain the Required Consents, and to make all filings with, and to give all notices to, Governmental Authorities, and provide such other information and communications to such Governmental Authorities or other Persons, as such Governmental Authorities or other Persons may reasonably request in connection therewith. Buyer covenants that, during the Interim Period, Buyer will, in order to consummate the transaction (including the transfer of the Transferred Contracts to Buyer), take such reasonable steps as are necessary or desirable, and proceed diligently and in good faith and use all reasonable efforts to expedite and obtain the Required Consents, and to make all filings with, and to give all notices to, Governmental Authorities, and provide such other information and communications to such Governmental Authorities or other Persons, as such Governmental Authorities or other Persons may reasonably request in connection therewith. **Schedule 5.1(a)** contains a complete and accurate list of each Required Consent to be obtained in connection with consummation of the transaction. Nothing in this Section 5.1(a) shall be construed to require Buyer to take any action with respect to filings with or notices to Governmental Authorities that in Buyer's discretion could materially adversely affect any other Proceeding with such Governmental Authority. Each Party will cooperate fully in good faith with the other Party with respect to all filings that are required by Law or that such other Party elects to make in connection with the transaction. Each Party will also cooperate fully in good faith with the other in obtaining all material consents and approvals required under this Agreement.

(b) Each Party will provide the other Party with a reasonable opportunity to review and provide prior comment upon any notices, filings or other submissions that the Party plans to deliver or submit to any Governmental Authority, and will promptly provide to such other Party a copy of any such notices or filings. Each Party will provide prompt notification to the other Party when any approval referred to in Section 5.1(a) is obtained, taken, made or given, as applicable, and will advise the other Party of any material communications with any Governmental Authority from which such approval is required regarding any pending application or request for approval by such Governmental Authority of any of the transactions contemplated by this Agreement.

(c) To the extent that any Transferred Contract is not assignable without the consent of another party, then this Agreement shall not constitute an assignment or attempted assignment thereof if such assignment or attempted transfer thereof would constitute a breach thereof or a default thereunder. Without limiting the provisions of Section 5.1(a), if any such consent shall not be obtained, or if any attempted assignment of a Transferred Contract would be ineffective or would impair Buyer's rights and obligations such that Buyer would not in effect acquire the benefit of substantially all of such rights and obligations, Seller shall cooperate with Buyer in any reasonable arrangement, to the extent legally permissible, designed to provide for Buyer the benefits intended to be assigned to Buyer under the Transferred Contract, including enforcement at the cost and for the account of Buyer of any and all rights of Seller against the other party thereto arising out of the breach or cancellation thereof by such party or otherwise. If and to the extent that such arrangement is not made in a manner reasonably satisfactory to Buyer, Buyer shall have no obligation with respect to such Transferred Contract. The provisions of this Section 5.1(c) shall not affect the right of Buyer not to consummate the transaction if the conditions to Buyer's obligations set forth in ARTICLE VII have not been fulfilled.

5.2 Additional Affirmative Covenants of Seller. During the Interim Period, Seller shall:

- (a) Use its best efforts to preserve intact the Purchased Assets;
- (b) Operate and maintain the Purchased Assets in the usual and ordinary course consistent with Good Operating Practices;
- (c) Maintain or cause to be maintained all insurance policies (or reasonably equivalent renewals or replacements thereof) covering the Purchased Assets until the Closing;
- (d) Take any and all commercially reasonable actions necessary or appropriate to ensure that Seller Required Notices are given and that all Required Consents and Seller Required Consents are obtained on or before the Closing. Seller shall otherwise cooperate with Buyer and use its best efforts to make all registrations, filings, and applications and to cause the other conditions to Buyer's obligation to close to be satisfied;
- (e) Take all actions that are reasonably necessary or appropriate to ensure that the representations and warranties in ARTICLE III remain true and correct in all respects at the Closing;

(f) Bring about, as soon as practical after the date hereof, the satisfaction of all the conditions set forth in ARTICLE VII; and

(g) Confer with Buyer concerning matters of a material nature affecting the Purchased Assets; and otherwise report periodically to Buyer concerning the status of the Purchased Assets.

5.3 Negative Covenants. During the Interim Period, Seller will not, without the prior consent of Buyer:

(a) Permit, allow, or suffer to exist any Encumbrance against any of the Purchased Assets;

(b) Sell, lease (as lessor), transfer, convey or otherwise dispose of any Purchased Assets (including by way of merger, liquidation or dissolution);

(c) Make any material change in the operations of the Purchased Assets;

(d) Prohibit payment of or delay payment of or prohibit or delay discharge of any assumed Liability;

(e) Grant any waiver of any material term under, or give any material consent with respect to, any Transferred Contract;

(f) Take or omit to take any action which, individually or in the aggregate, has or could be reasonably anticipated to have a Material Adverse Effect on the rights of Buyer under this Agreement;

(g) Take or omit to take any action that would require notification under Section 5.6 if each representation and warranty herein were remade as of the time of such action or omission; or

(h) Agree or commit to do any of the foregoing.

Notwithstanding the foregoing, Seller may take commercially reasonable actions with respect to emergency situations affecting the Purchased Assets so long as Seller shall, upon receipt of notice of any such actions, promptly inform Buyer of any such emergency actions taken outside the ordinary course of business.

5.4 No Duty to Accept Changes. Notwithstanding anything to the contrary contained in this Agreement (including obligations to act commercially reasonably), Buyer shall not be required to accept or honor (nor shall Seller be permitted to accept or honor except with Buyer's prior written consent) any conditions, changes, modifications or additions to, or in connection with, any Transferred Contracts or the Purchased Assets (or any portion thereof), other than modifications of a ministerial nature.

5.5 Access and Investigation. During the Interim Period, Seller and its Representatives will (a) afford Buyer and its Representatives (collectively, “**Buyer’s Advisors**”) full and free access to the Purchased Assets and all of Seller’s contracts, books and records, and documents and data related to the Purchased Assets, (b) furnish to Buyer and Buyer’s Advisors copies of all such contracts, books and records, and other existing documents and data related to the Purchased Assets as Buyer may reasonably request, and (c) furnish to Buyer and Buyer’s Advisors such additional financial, operating, and other data and information related to the Purchased Assets as Buyer may reasonably request.

5.6 Notification. During the Interim Period, Seller will promptly notify Buyer in writing if Seller becomes aware of any fact or condition that causes or constitutes a breach of any of Seller’s representations and warranties as of the Agreement Date, or if Seller becomes aware of the occurrence after the Agreement Date of any fact or condition that would (except as expressly contemplated by this Agreement) cause or constitute a breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. During the Interim Period, Seller will promptly notify Buyer of the occurrence of any breach of any covenant of the Seller in this Agreement or of the occurrence of any event that may make satisfaction of the conditions in ARTICLE VII and ARTICLE VIII of this Agreement impossible or unlikely. Notwithstanding anything to the contrary, no such notice or disclosure shall be deemed to amend or supplement the Schedules or to prevent or cure any misrepresentation or breach.

5.7 Best Efforts. During the Interim Period, Seller shall use its best efforts to cause the conditions in ARTICLE VII and ARTICLE VIII to be satisfied.

ARTICLE VI. ADDITIONAL AGREEMENTS

6.1 Expenses. Each Party shall pay its own, fees, costs and expenses (including fees and expenses of legal counsel, investment bankers, brokers or other representatives and consultants and appraisal fees and expenses) incurred in connection with or related to the sales process, the negotiation of this Agreement, the performance of its obligations hereunder, and the consummation of the transaction, including all fees, costs and expenses arising from any breach of any provision of this Agreement.

6.2 Risk of Loss. During the Interim Period, all risk of loss or damage to the property included in the Purchased Assets shall be borne by Seller.

ARTICLE VII. CONDITIONS TO OBLIGATIONS OF BUYER

Buyer’s obligation to purchase the Purchased Assets and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived in writing only by Buyer, in whole or in part):

7.1 Accuracy of Representations. All of Seller’s representations and warranties in this Agreement (considered collectively), and each of these representations and warranties

(considered individually), shall be true and correct as of the Agreement Date, and shall be true and correct as of the Closing Date as if made on the Closing Date.

7.2 Seller's Performance. All of the covenants and obligations that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of the covenants and obligations (considered individually), shall have been duly performed and complied with in all material respects.

7.3 Deliveries. Each document required to be delivered pursuant to Section 2.5 shall have been delivered.

7.4 Consents and Approvals. Each of the Required Consents shall have been obtained and be in full force and effect and such actions as Buyer's counsel may reasonably require will have been taken in connection therewith.

7.5 Approvals of Governmental Authorities. All Required Consents of Governmental Authorities shall have been obtained with such terms and conditions as shall have been imposed by the Governmental Authority issuing such Required Consents, and such terms or conditions in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

7.6 No Prohibition. Neither the consummation nor the performance of the transaction will, directly or indirectly (with or without notice or lapse of time), materially contravene, or conflict with, or result in a material violation of, or cause Buyer or any Person affiliated with Buyer to suffer any material adverse consequence under, (a) any applicable Law or Order, or (b) any Law or Order that has been published, introduced, or otherwise proposed by or before any Governmental Authority.

7.7 No Proceedings. Buyer will have received evidence reasonably acceptable to it that no Litigation is pending or threatened (i) involving any challenge to, or seeking damages or other relief in connection with the Purchased Assets or the transaction, (ii) that may have the effect of preventing, delaying, making illegal, or otherwise interfering with the transaction, (iii) seeking to prohibit direct or indirect ownership or operation by Buyer of the Purchased Assets, or to compel Buyer or any of its Affiliates to dispose of, or to hold separately, or to make any change in any portion of the business or assets of Buyer or its Affiliates as a result of the transaction, (iv) seeking to require direct or indirect transfer or sale by Buyer of, or to impose material limitations on the ability of Buyer to exercise full rights of ownership of, any of the Purchased Assets or (v) imposing or seeking to impose material Damages or sanctions directly arising out of the transaction on Buyer or Seller or any of their respective officers or directors.

7.8 No Material Adverse Effect. There shall have been no change in or event relating to Seller that has had or that Buyer expects to have a Material Adverse Effect or a material adverse effect on the transaction.

ARTICLE VIII. CONDITIONS TO OBLIGATIONS OF SELLER

Seller's obligation to sell the Purchased Assets and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each

of the following conditions (any of which may be waived in writing only by Seller, in whole or in part):

8.1 Accuracy of Representations. All of Buyer's representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), shall be true and correct as of the date of this Agreement, and shall be true and correct as of the Closing Date as if made on the Closing Date.

8.2 Buyer's Performance.

(a) All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually), shall have been duly performed and complied with in all material respects.

(b) Each document required to be delivered pursuant to Section 2.6 shall have been delivered.

8.3 No Injunction. There shall not be in effect any Law or any injunction or other Order that (a) prohibits the sale of the Purchased Assets by Seller to Buyer and (b) has been adopted or issued, or has otherwise become effective, since the date of this Agreement.

ARTICLE IX. TERMINATION

9.1 Termination. This Agreement may be terminated by written notice at any time prior to the Closing Date only in one of the following ways:

(a) By the mutual written consent of Buyer and Seller.

(b) By Buyer if a material breach of any provision of this Agreement has been committed by Seller or (ii) by Seller if a material breach of any provision of this Agreement has been committed by Buyer.

(c) By Buyer if any of the conditions in ARTICLE VII has not been satisfied as of the Closing Date or if satisfaction of such a condition is or becomes impossible (other than through Buyer's breach of this Agreement) or (ii) by Seller if any of the conditions in ARTICLE VIII has not been satisfied as of the Closing Date or if satisfaction of such a condition is or becomes impossible (other than through Seller's breach of this Agreement).

(d) By Buyer or Seller if Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before June 30, 2015, or such later date as the Parties may agree in writing.

9.2 Effect of Termination. If this Agreement is terminated pursuant to Section 9.1, neither Party shall have any continuing obligation hereunder, except that (a) Sections 6.1 (Expenses), ARTICLE XII (General Provisions), and this Section will survive any termination

hereof and (b) if this Agreement is terminated due to a breach of a Party, then the other Party shall retain full rights to pursue all legal remedies notwithstanding termination.

ARTICLE X. SURVIVAL AND INDEMNIFICATION

10.1 Survival. All representations, warranties, covenants, and obligations in this Agreement, the Schedules, the certificates delivered pursuant to Sections 2.5 and 2.6, and any other certificate or document delivered pursuant to this Agreement will survive the Closing. The right to indemnification, payment of Damages or other remedy based on such representations, warranties, covenants, and obligations will not be affected by any investigation conducted with respect to, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant, or obligation. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification, payment of Damages, or other remedy based on such representations, warranties, covenants, and obligations.

10.2 Indemnification.

(a) From and after the Closing, Seller hereby agrees to indemnify, defend and hold harmless Buyer and its Representatives and Affiliates from and against any and all Damages, whether or not involving a third-party Claim, resulting from or arising out of or in connection with:

- i. any breach of a representation or warranty made by Seller in this Agreement or any Seller Related Document;
- ii. the breach by Seller of, or default in the performance by Seller of, any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement or in any Seller Related Document;
- iii. any Environmental Liabilities that accrue, arise or occur prior to the Closing; and
- iv. Liabilities which arise out of or are related to Seller's ownership of the Purchased Assets prior to Closing;

(b) From and after the Closing, Buyer hereby agrees to indemnify, defend and hold harmless Seller and its Representatives and Affiliates from and against any and all Damages, whether or not involving a third-party Claim, resulting from or arising out of or in connection with:

- i. any breach of a representation or warranty made by Buyer in this Agreement or any Buyer Related Document; and

ii. the breach by Buyer of, or default in the performance by Buyer of, any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement or in any Buyer Related Document.

10.3 Procedure for Indemnification – Third Party Claims.

(a) If any Party shall claim indemnification hereunder arising from any Claim of a third party, the Party seeking indemnification (the “**Indemnified Party**”) shall notify in writing the Party from which indemnification is sought (the “**Indemnifying Party**”) of the basis for such Claim, setting forth the nature of the Claim in reasonable detail. The failure of the Indemnified Party to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any indemnification obligation hereunder except to the extent that the defense of such Claim is materially prejudiced by the failure to give such notice.

(b) If any Proceeding is brought by a third party against an Indemnified Party and the Indemnified Party gives notice to the Indemnifying Party pursuant to Section 10.3(a), the Indemnifying Party shall be entitled to participate in such Proceeding and, to the extent that it wishes, to assume the defense of such Proceeding, if (i) the Indemnifying Party provides written notice to the Indemnified Party that the Indemnifying Party intends to undertake such defense, (ii) the Indemnifying Party conducts the defense of the Third Party Claim actively and diligently with counsel reasonably satisfactory to the Indemnified Party and (iii) the Indemnifying Party is a party to the Proceeding, the Indemnifying Party has determined in good faith that joint representation would not be inappropriate because of a conflict in interest. The Indemnified Party shall, in its sole discretion, have the right to employ separate counsel (who may be selected by the Indemnified Party in its sole discretion) in any such action and to participate in the defense thereof, and the fees and expenses of such counsel shall be paid by such Indemnified Party. The Indemnified Party shall fully cooperate with the Indemnifying Party and its counsel in the defense or compromise of such Claim. If the Indemnifying Party assumes the defense of a Proceeding, no compromise or settlement of such Claims may be effected by the Indemnifying Party without the Indemnified Party’s consent unless (A) there is no finding or admission of any violation of Law or any violation of the rights of any Person and no effect on any other Claims that may be made against the Indemnified Party and (B) the sole relief provided is monetary Damages that are paid in full by the Indemnifying Party.

(c) If (i) the Indemnified Party gives notice to the Indemnifying Party of the commencement of any third-party legal Proceeding and the Indemnifying Party does not, within ten (10) days after the Indemnified Party’s notice is given, give notice to the Indemnified Party of the Indemnifying Party’s election to assume the defense of such legal Proceeding, (ii) any of the conditions set forth in clauses (i) through (iii) of Section 10.3(b) above become unsatisfied or (iii) an Indemnified Party determines in good faith that there is a reasonable probability that a legal Proceeding may adversely affect it other than as a result of monetary Damages for which it would be entitled to indemnification from the Indemnifying Party under this Agreement, the Indemnified Party shall (upon notice to the Indemnifying Party) have the right to undertake the defense, compromise or settlement of such Claim; provided that the Indemnifying Party shall reimburse the Indemnified Party for the Indemnified Party’s costs of defending against the Third Party Claim (including reasonable attorneys’ fees and expenses) and the Indemnifying Party shall remain responsible for any indemnifiable amounts arising from or related to such Third

Party Claim to the fullest extent provided in this ARTICLE X. The Indemnifying Party may elect to participate in such legal Proceedings, negotiations or defense at any time at its own expense.

ARTICLE XI. DISPUTE RESOLUTION

Except as may be expressly provided elsewhere in this Agreement to the contrary, any dispute arising out of or in connection with this Agreement or its performance, including but not limited to its validity, construction, or enforcement shall, to the extent possible, be resolved amicably by negotiation between the Parties represented by the signatories to this Agreement or their assigned agent or successor, prior to either party initiating legal action. Both Buyer and Seller agree to make good faith efforts to resolve any dispute under this Agreement as provided in this Article XI. If a Party believes a dispute exists that is subject to this Article XI, the Party shall provide the other Party with notice of such dispute. If the Parties have failed to resolve a dispute under this Article XI within thirty (30) days of such notice of dispute, either Party may seek any remedy that it may have in law or equity. Negotiations and meetings conducted pursuant to this Article XI shall be confidential and shall be treated as compromise and settlement discussions not admissible in any legal Proceeding involving this Agreement, in accordance with state and federal Rules of Evidence.

ARTICLE XII. GENERAL PROVISIONS

12.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt requested) or sent via facsimile (with acknowledgment of complete transmission) or email to the Parties at the following addresses; provided, however, that notices sent by mail will not be deemed given until received:

If to Seller, to:

PacifiCorp
825 NE Multnomah Street, Suite 1600
Portland, Oregon 97232
Attention: Rachel Matheson, Customer Account Manager
Telephone No.: 801-220-2534
Email: Rachel.Matheson@PacifiCorp.com

If to Buyer, to:

Price Municipal Corporation
P.O. Box 893
Price, Utah 84501
Attention: Nick Tatton
Telephone No.: 435-636-3184
Email: nickt@priceutah.net

Disclosure Schedules. Information set forth in the Schedules to this Agreement specifically refers to the section of this Agreement to which such information is responsive and such information shall not be deemed to have been disclosed with respect to any other article or section of this Agreement or for any other purpose, unless specifically cross-referenced to another schedule. The Schedules shall not vary, change or alter the language of the representations and warranties contained in this Agreement and, to the extent the language in the Schedules does not conform in every respect to the language of such representations and warranties, such language shall be disregarded and be of no force or effect. The right to indemnification or other remedy based on any representation, warranty, covenant or obligation herein or in any document delivered hereunder will not be affected by any investigation conducted with respect to or any knowledge acquired (or capable of being acquired) at any time, whether before, at or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of or compliance with any such representation, warranty, covenant or obligation.

12.2 Entire Agreement; No Third Party Beneficiaries. This Agreement, the Exhibits, Schedules, and other documents among the Parties referenced herein (a) constitute the entire agreement by and among the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings both written and oral, among the Parties with respect to the subject matter hereof, and (b) shall be binding upon and inure solely to the benefit of each Party, and nothing in herein or therein, express or implied, is intended to or shall confer upon any other person any other right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. The Exhibits and Schedules attached to this Agreement are hereby incorporated into and form a part of this Agreement. If any term or condition, express or implied, of any Exhibit or Schedule conflicts or is at variance with any term or condition in the body of this Agreement, the term or condition in the body of this Agreement shall control and prevail.

12.3 Amendment. No amendment or variation of the provisions of this Agreement shall be binding upon the Parties unless evidenced in writing which indicates that such writing is intended to amend the terms of this Agreement and is signed by duly authorized officers of each Party. The Parties agree that this Agreement shall not be amended in any manner by any course of dealing among the Parties.

12.4 Assignment. Neither Party may assign any of its rights or duties hereunder without the prior written consent of the other Party; provided, however, that Buyer or Seller may, without consent, assign any or all of its rights and obligations under this Agreement to any Affiliate.

12.5 Severability. In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the Parties. The Parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

12.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Each Party irrevocably consents to the exclusive jurisdiction and venue of any court within the State of Utah, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of Utah for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue or process.

12.7 Conditions. To the extent that this Agreement provides that the rights of a Party are conditioned upon satisfaction of conditions, such conditions will be deemed satisfied if the Party responsible therefore has taken the steps necessary to act and is prepared to perform and to tender documents required to be performed or tendered by such Party, it being understood that actual performance or tendering of documents shall not be required if the other Party has not satisfied its obligations and is not willing or able to perform or other conditions have not been met.

12.8 Remedies. The Parties recognize that, in the event that a Party should refuse to perform any provisions of this Agreement, monetary Damages alone will not be adequate. The non-defaulting Party shall therefore be entitled, in addition to any other remedies which may be available, including money Damages, to obtain specific performance of the terms of this Agreement. In the event of any action to enforce this Agreement specifically, the defaulting Party hereby waives the defense that there is an adequate remedy at law. No remedy conferred by any specific provision of this Agreement (including termination under Section 9.1) is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at Law or in equity or by statute or otherwise. The election of any one or more remedies by a Party shall not constitute a waiver of the right to pursue other available remedies at any time.

12.9 No Waiver. No delay or forbearance by a Party in exercising any right or remedy accruing to such Party upon the occurrence of any breach or default by the other Party under this Agreement shall impair any such right or remedy of such Party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver on the part of either Party of any provision or condition of this Agreement must be in writing signed by the Party to be bound by such waiver and shall be effective only to the extent specifically set forth in such writing and shall not limit or affect any rights with respect to any other or future circumstance.

12.10 Counterparts; Facsimiles/Email. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute one agreement. Facsimile or email transmission of any signed original document, and retransmission of any signed facsimile or email transmission, shall be the same as delivery of an original. At the request of either Party, the Parties will confirm facsimile or email transmitted signatures by signing an original document.

12.11 Jury Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

* * *

[Signature lines are on the next page.]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each Party as of the Agreement Date.

BUYER:

PRICE MUNICIPAL CORPORATION

By: _____
Name:
Title:

SELLER:

PACIFICORP

By: _____
Name:
Title:

EXHIBIT A

Description of the Purchased Assets

The Purchased Assets include

1 each	KV2C primary meter – serial number 36022303
1 each	KV2C backup meter – serial number 36022299
3 each	Voltage Transformers
3 each	Current Transformer

One Line Diagram



Meter Test Records

Test Location/Standard/Signatures										Add New Test Record
Test Location: <input type="text" value="In Field"/>					Standard: <input type="text" value="4619"/>					
Teste					Witness					
Name: <input type="text"/>		Employee #: <input type="text" value="P06655"/>		Name: <input type="text"/>		Employee #: <input type="text"/>				
Company: <input type="text"/>		Date: <input type="text" value="6/16/2014"/>		Company: <input type="text"/>		Date: <input type="text"/>				
Does AGC signal source for both balancing authorities come from the same meter?: <input type="text"/>										
Does the MWH data for both balancing authorities come from the same meter?: <input type="text"/>										
Meter Accuracy Test Results										
KWH Out					KVarH Out					
Test Amps	Phase Angle	Revs	% Reg A.F.	% Reg A.L.	Test Amps	Phase Angle	Revs	% Reg A.F.	% Reg A.L.	
<input type="text" value="F.L./C.L."/>	<input type="text" value="0"/>	<input type="text" value="5"/>	<input type="text" value="99.97"/>	<input type="text"/>	<input type="text" value="F.L./C.L."/>	<input type="text" value="90"/>	<input type="text" value="5"/>	<input type="text"/>	<input type="text"/>	
<input type="text" value="LL"/>	<input type="text" value="0"/>	<input type="text" value="2"/>	<input type="text" value="99.91"/>	<input type="text"/>	<input type="text" value="LL"/>	<input type="text" value="90"/>	<input type="text" value="2"/>	<input type="text"/>	<input type="text"/>	
<input type="text" value="P.F."/>	<input type="text" value="60"/>	<input type="text" value="5"/>	<input type="text" value="99.95"/>	<input type="text"/>	<input type="text" value="P.F."/>	<input type="text" value="150"/>	<input type="text" value="5"/>	<input type="text"/>	<input type="text"/>	
<input type="text" value="P.F."/>	<input type="text" value="300"/>	<input type="text" value="5"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="P.F."/>	<input type="text" value="30"/>	<input type="text" value="5"/>	<input type="text"/>	<input type="text"/>	
<input type="text" value="A - F.L."/>	<input type="text" value="0"/>	<input type="text" value="2"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="A - F.L."/>	<input type="text" value="90"/>	<input type="text" value="2"/>	<input type="text"/>	<input type="text"/>	
<input type="text" value="B - F.L."/>	<input type="text" value="0"/>	<input type="text" value="2"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="B - F.L."/>	<input type="text" value="90"/>	<input type="text" value="2"/>	<input type="text"/>	<input type="text"/>	
<input type="text" value="C - F.L."/>	<input type="text" value="0"/>	<input type="text" value="2"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="C - F.L."/>	<input type="text" value="90"/>	<input type="text" value="2"/>	<input type="text"/>	<input type="text"/>	
KWH In					KVarH In					
Test Amps	Phase Angle	Revs	% Reg A.F.	% Reg A.L.	Test Amps	Phase Angle	Revs	% Reg A.F.	% Reg A.L.	
<input type="text" value="F.L./C.L."/>	<input type="text" value="180"/>	<input type="text" value="5"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="F.L./C.L."/>	<input type="text" value="270"/>	<input type="text" value="5"/>	<input type="text"/>	<input type="text"/>	
<input type="text" value="LL"/>	<input type="text" value="180"/>	<input type="text" value="2"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="LL"/>	<input type="text" value="270"/>	<input type="text" value="2"/>	<input type="text"/>	<input type="text"/>	
<input type="text" value="P.F."/>	<input type="text" value="240"/>	<input type="text" value="5"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="P.F."/>	<input type="text" value="330"/>	<input type="text" value="5"/>	<input type="text"/>	<input type="text"/>	
<input type="text" value="P.F."/>	<input type="text" value="120"/>	<input type="text" value="5"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="P.F."/>	<input type="text" value="210"/>	<input type="text" value="5"/>	<input type="text"/>	<input type="text"/>	
<input type="text" value="A - F.L."/>	<input type="text" value="180"/>	<input type="text" value="2"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="A - F.L."/>	<input type="text" value="270"/>	<input type="text" value="2"/>	<input type="text"/>	<input type="text"/>	
<input type="text" value="B - F.L."/>	<input type="text" value="180"/>	<input type="text" value="2"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="B - F.L."/>	<input type="text" value="270"/>	<input type="text" value="2"/>	<input type="text"/>	<input type="text"/>	
<input type="text" value="C - F.L."/>	<input type="text" value="180"/>	<input type="text" value="2"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="C - F.L."/>	<input type="text" value="270"/>	<input type="text" value="2"/>	<input type="text"/>	<input type="text"/>	
In-Service Readings										
As-Found Readings					As-Left Readings					
Time out of service: <input type="text"/>					Time out of service: <input type="text"/>					
+-Instant Watts: <input type="text"/>		+-Instant Watts: <input type="text"/>			+-Instant Watts: <input type="text"/>		+-Instant Watts: <input type="text"/>			
WH Del: <input type="text"/>		WH Rec: <input type="text"/>			WH Del: <input type="text"/>		WH Rec: <input type="text"/>			
VarH Del: <input type="text"/>		VarH Rec: <input type="text"/>			VarH Del: <input type="text"/>		VarH Rec: <input type="text"/>			
		<input type="text" value="A"/>	<input type="text" value="B"/>	<input type="text" value="C"/>			<input type="text" value="A"/>	<input type="text" value="B"/>	<input type="text" value="C"/>	
<input type="text" value="Voltage"/>	<input type="text" value="Mag"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Current"/>	<input type="text" value="Mag"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
	<input type="text" value="Angl"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		<input type="text" value="Angl"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
KYZ Accuracy Test Results										

KWH				KVarH			
Test Amps	Phase Angle	Test Pulses	% Reg	Test Amps	Phase Angle	Test Pulses	% Reg
F.L.	0			F.L.	90		
F.L.	180			F.L.	270		

mA Analog Accuracy Test Results

Watt			Var		
Test Amps	Phase Angle	% Error	Test Amps	Phase Angle	% Error
90% full scale	0		90% full scale	90	
50% full scale	0		50% full scale	90	
90% full scale	180		90% full scale	270	
50% full scale	180		50% full scale	270	

Comments:

Analyst: Date Verified:

Test Location/Standard/Signatures

Test Location: Standard:

Teste		Witness	
Name: <input type="text"/>	Employee #: <input type="text" value="P07178"/>	Name: <input type="text"/>	Employee #: <input type="text"/>
Company: <input type="text"/>	Date: <input type="text" value="5/5/2009"/>	Company: <input type="text"/>	Date: <input type="text"/>

Does AGC signal source for both balancing authorities come from the same meter?:

Does the MWH data for both balancing authorities come from the same meter?:

Meter Accuracy Test Results

KWH				KVarH			
Test Amps	Phase Angle	Test Pulses	% Reg	Test Amps	Phase Angle	Test Pulses	% Reg
F.L.	0			F.L.	90		
F.L.	180			F.L.	270		

mA Analog Accuracy Test Results

Watt			Var		
Test Amps	Phase Angle	% Error	Test Amps	Phase Angle	% Error
90% full scale	0		90% full scale	90	
50% full scale	0		50% full scale	90	
90% full scale	180		90% full scale	270	
50% full scale	180		50% full scale	270	

Comments:

Analyst: Date Verified:

Test Location/Standard/Signatures

Test Location: <input type="text" value="In Field"/>		Standard: <input type="text" value="WECO / 4619"/>	
Tester Name: <input type="text" value="Robin Conk"/> Employee #: <input type="text" value="P06655"/> Company: <input type="text" value="RMP"/> Date: <input type="text" value="#####"/>		Witness Name: <input type="text" value="Rod Hanson"/> Employee #: <input type="text"/> Company: <input type="text" value="UAMPS"/> Date: <input type="text" value="#####"/>	

Does AGC signal source for both balancing authorities come from the same meter?:

Does the MWH data for both balancing authorities come from the same meter?:

Meter Accuracy Test Results

KWH Out					KVarH Out				
Test Amps	Phase Angle	Revs	% Reg A.F.	% Reg A.L.	Test Amps	Phase Angle	Revs	% Reg A.F.	% Reg A.L.
F.L./C.L.	0	5	99.94		F.L./C.L.	90	5		
LL	0	2	99.93		LL	90	2		
P.F.	60	5			P.F.	150	5		
P.F.	300	5	99.96		P.F.	30	5		
A - F.L.	0	2	99.95		A - F.L.	90	2		
B - F.L.	0	2	99.94		B - F.L.	90	2		
C - F.L.	0	2	99.95		C - F.L.	90	2		

KWH In					KVarH In				
Test Amps	Phase Angle	Revs	% Reg A.F.	% Reg A.L.	Test Amps	Phase Angle	Revs	% Reg A.F.	% Reg A.L.
F.L./C.L.	180	5			F.L./C.L.	270	5		
LL	180	2			LL	270	2		
P.F.	240	5			P.F.	330	5		
P.F.	120	5			P.F.	210	5		
A - F.L.	180	2			A - F.L.	270	2		
B - F.L.	180	2			B - F.L.	270	2		
C - F.L.	180	2			C - F.L.	270	2		

In-Service Readings

As-Found Readings					As-Left Readings				
Time out of service: <input type="text"/>					Time out of service: <input type="text"/>				
+-Instant Watts: <input type="text"/>		+-Instant Watts: <input type="text"/>			+-Instant Watts: <input type="text"/>		+-Instant Watts: <input type="text"/>		
WH Del: <input type="text"/>		WH Rec: <input type="text"/>			WH Del: <input type="text"/>		WH Rec: <input type="text"/>		
VarH Del: <input type="text"/>		VarH Rec: <input type="text"/>			VarH Del: <input type="text"/>		VarH Rec: <input type="text"/>		
		A	B	C			A	B	C
Voltage	Mag	<input type="text"/>	<input type="text"/>	<input type="text"/>	Current	Mag	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Angl	<input type="text"/>	<input type="text"/>	<input type="text"/>		Angl	<input type="text"/>	<input type="text"/>	<input type="text"/>

KYZ Accuracy Test Results

KWH				KVarH			
Test Amps	Phase Angle	Test Pulses	% Reg	Test Amps	Phase Angle	Test Pulses	% Reg
F.L.	0			F.L.	90		
F.L.	180			F.L.	270		

mA Analog Accuracy Test Results

Watt			Var		
Test Amps	Phase Angle	% Error	Test Amps	Phase Angle	% Error
90% full scale	0		90% full scale	90	
50% full scale	0		50% full scale	90	
90% full scale	180		90% full scale	270	
50% full scale	180		50% full scale	270	

Comments:

Analyst: Date Verified:

Test Location/Standard/Signatures

Test Location: Standard:

Teste		Witness	
Name: <input type="text"/>	Employee #: <input type="text" value="P06655"/>	Name: <input type="text"/>	Employee #: <input type="text"/>
Company: <input type="text"/>	Date: <input type="text" value="10/9/2013"/>	Company: <input type="text"/>	Date: <input type="text"/>

Does AGC signal source for both balancing authorities come from the same meter?:

Does the MWH data for both balancing authorities come from the same meter?:

Meter Accuracy Test Results

KWH Out					KVarH Out				
Test Amps	Phase Angle	Revs	% Reg A.F.	% Reg A.L.	Test Amps	Phase Angle	Revs	% Reg A.F.	% Reg A.L.
F.L./C.L.	0	5	99.94		F.L./C.L.	90	5		
L.L.	0	2	99.91		L.L.	90	2		
P.F.	60	5	99.93		P.F.	150	5		
P.F.	300	5			P.F.	30	5		
A - F.L.	0	2			A - F.L.	90	2		
B - F.L.	0	2			B - F.L.	90	2		
C - F.L.	0	2			C - F.L.	90	2		

KWH In					KVarH In				
Test Amps	Phase Angle	Revs	% Reg A.F.	% Reg A.L.	Test Amps	Phase Angle	Revs	% Reg A.F.	% Reg A.L.
F.L./C.L.	180	5			F.L./C.L.	270	5		
L.L.	180	2			L.L.	270	2		
P.F.	240	5			P.F.	330	5		
P.F.	120	5			P.F.	210	5		
A - F.L.	180	2			A - F.L.	270	2		
B - F.L.	180	2			B - F.L.	270	2		
C - F.L.	180	2			C - F.L.	270	2		

In-Service Readings

As-Found Readings					As-Left Readings						
Time out of service: <input type="text"/>					Time out of service: <input type="text"/>						
+-Instant Watts:		<input type="text"/>	+-Instant Watts:		<input type="text"/>	+-Instant Watts:		<input type="text"/>	+-Instant Watts:		<input type="text"/>
WH Del:		<input type="text"/>	WH Rec:		<input type="text"/>	WH Del:		<input type="text"/>	WH Rec:		<input type="text"/>
VarH Del:		<input type="text"/>	VarH Rec:		<input type="text"/>	VarH Del:		<input type="text"/>	VarH Rec:		<input type="text"/>
		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>			<input type="text"/>	<input type="text"/>	<input type="text"/>	
		A	B	C				A	B	C	
Voltage	Mag	<input type="text"/>	<input type="text"/>	<input type="text"/>	Current	Mag	<input type="text"/>	<input type="text"/>	<input type="text"/>		
	Angl	<input type="text"/>	<input type="text"/>	<input type="text"/>		Angl	<input type="text"/>	<input type="text"/>	<input type="text"/>		

KYZ Accuracy Test Results

KWH				KVarH			
Test Amps	Phase Angle	Test Pulses	% Reg	Test Amps	Phase Angle	Test Pulses	% Reg
F.L.	0			F.L.	90		
F.L.	180			F.L.	270		

mA Analog Accuracy Test Results						
Watt			Var			
Test Amps	Phase Angle	% Error	Test Amps	Phase Angle	% Error	
90% full scale	0		90% full scale	90		
50% full scale	0		50% full scale	90		
90% full scale	180		90% full scale	270		
50% full scale	180		50% full scale	270		

Comments:

Analyst:
Date Verified:

Close Form

Add New Test Record

EXHIBIT B

Form of Bill of Sale

THIS BILL OF SALE is made and entered into as of _____, 2015 (this “Bill of Sale”) by PacifiCorp, an Oregon corporation (“Seller”), for the benefit of Price Municipal Corporation, a Utah corporation (“Buyer”). Capitalized terms used but not defined in this Bill of Sale shall have the meanings assigned to such terms in the Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of _____, 2015 (the “Agreement”), between Seller and Buyer, Seller has agreed, subject to the terms and conditions of the Agreement, to sell, assign, convey, transfer and deliver to Buyer, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Seller’s right, title, and interest in, and to the assets constituting the Purchased Assets.

WHEREAS, pursuant to the Agreement, Seller has agreed to enter into this Bill of Sale pursuant to which the tangible property included in the Purchased Assets will be sold, transferred, assigned, conveyed, set over and delivered to Buyer.

NOW, THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby agrees as follows:

1. Assignment. Subject to the terms and conditions of the Agreement, Seller does hereby sell, assign, convey, transfer and deliver to Buyer, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Seller’s right, title, and interest in and to the Purchased Assets.

2. Further Assurances. Seller shall, from time to time after the delivery of this Bill of Sale, at Buyer’s request and expense, prepare, execute and deliver to Buyer such other instruments of conveyance and transfer and take such other action as Buyer may reasonably request so as to more effectively sell, transfer, assign and deliver and vest in Buyer title to and possession of the Purchased Assets free and clear of all Encumbrances (other than Permitted Encumbrances) as provide in the Agreement and to further effect the purposes of this Bill of Sale.

3. Relationship to Agreement. The provisions of this Bill of Sale are subject, in all respects, to the terms and conditions of the Agreement, including all of the covenants, representations and warranties, indemnification, remedies (including limitations) contained therein, all of which shall survive the execution and delivery of this Bill of Sale to the extent indicated in the Agreement.

4. No Waiver. It is understood and agreed that nothing in this Bill of Sale shall constitute a waiver or release of any claims arising out of the contractual relationships between Seller and Buyer.

5. No Third Party Beneficiary. Nothing in this Bill of Sale, express or implied, is intended or shall be construed to confer upon, or give to, any person other than Buyer, Seller and their successors and permitted assigns any remedy or claim under or by reason of this Bill of Sale or any agreements, terms, covenants or conditions hereof and all the agreements, terms, covenants and conditions contained in this Bill of Sale shall be for the sole and exclusive benefit of Buyer, Seller and their successors and permitted assigns.

6. Binding Effect. This Bill of Sale and all of the provisions hereof shall be binding upon and shall inure to the benefit of Seller, Buyer and their respective successors and permitted assigns.

7. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Utah (regardless of the laws that might otherwise govern under applicable principles of conflicts of law) as to all matters, including matters of validity, construction, effect, performance and remedies.

8. Construction. This Bill of Sale is delivered pursuant to and is subject to the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Bill of Sale, including the terms set forth in Paragraph 6 (Binding Effect) hereof, the terms of the Agreement shall prevail.

9. Severability. Any term or provision of this Bill of Sale that is invalid or unenforceable in any situation will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

10. Counterparts. This Bill of Sale may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Bill of Sale and all of which, when taken together, will be deemed to constitute one and the same agreement.

11. Notices. All notice, requests, demands and other communications under this Bill of Sale shall be given in accordance with Section 12. 1 of the Agreement and at the addresses set forth therein.

[Signature page follows]

IN WITNESS WHEREOF, Seller has caused its duly authorized representative to execute this Bill of Sale as of the date first above written.

PACIFICORP

By: _____

Name:

Title:

ATTEST:_____

EXHIBIT C

Form of Assignment and Assumption Agreement

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment Agreement”), dated as of this ___ day of _____, 2015, is entered into by and between Price Municipal Corporation, a Utah corporation (“Price”), and PacifiCorp, an Oregon corporation (“PacifiCorp”). Capitalized terms used but not defined in this Assignment Agreement shall have the meanings assigned to such terms in the Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of _____, 2015 (the “Agreement”), between Price and PacifiCorp, PacifiCorp has agreed, subject to the terms and conditions of the Agreement, to sell, assign, convey, transfer and deliver to Price, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Seller’s right, title, and interest in, and to the assets constituting the Purchased Assets.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PacifiCorp and Price hereby agree as follows:

1. Assignment of Transferable Permits. Subject to the terms and conditions of the Agreement, Price hereby assigns, transfers, sets over, delivers and otherwise conveys to PacifiCorp and its successors and assigns forever, free and clear of all Encumbrances (other than Price Permitted Encumbrances), an undivided ownership interest in all of Price’s right, title, and interest in, to, and under the Transferable Permits, to have and to hold with each and every one of the rights, privileges and appurtenances thereto belonging or in any way appertaining thereto.

2. Acceptance and Assumption of the Metering Facilities. Subject to the terms and conditions of the Agreement, Price hereby accepts and assumes and agrees to perform and observe, to the extent of Price’s ownership of the Purchased Assets, PacifiCorp’s rights, obligations, duties and liabilities under the Transferable Permits, to the extent allocable to any period on or after the Closing. From and after the Closing Date, Price is and shall be bound by, and shall enjoy, the benefits of, the Transferable Permits, pursuant to the terms and conditions of thereof.

3. Reliance. Any individual, partnership, corporation or other entity may rely, without further inquiry, upon the powers and rights herein granted to Price and upon any notarization, certification, verification or affidavit by any notary public of any State relating to the authorization, execution and delivery of this Assignment Agreement or to the authenticity of any copy, conformed or otherwise, hereof.

4. Relationship to Agreement. This Assignment Agreement is delivered pursuant to the Agreement. This Assignment Agreement and the provisions hereof are subject, in all respects, to the terms and conditions of the Agreement, including all of the covenants, representations and warranties contained therein, all of which shall survive the execution and delivery of this Assignment Agreement to the extent indicated in the Agreement. In the event of

any conflict between the terms of the Agreement and the terms of this Assignment Agreement, the terms of the Agreement shall prevail.

5. No Waiver. It is understood and agreed that nothing in this Assignment Agreement shall constitute a waiver or release of any claims arising out of the contractual relationships between Price and PacifiCorp.

6. No Third Party Beneficiary. Nothing in this Assignment Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person other than PacifiCorp, Price and their successors and permitted assigns any remedy or claim under or by reason of this Assignment Agreement or any agreements, terms, covenants or conditions hereof and all the agreements, terms, covenants and conditions contained in this Assignment Agreement shall be for the sole and exclusive benefit of PacifiCorp, Price and their successors and permitted assigns.

7. Binding Effect. This Assignment Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of Price, PacifiCorp and their respective successors and permitted assigns.

8. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Utah (regardless of the laws that might otherwise govern under applicable principles of conflicts of law) as to all matters, including matters of validity, construction, effect, performance and remedies.

9. Severability. Any term or provision of this Assignment Agreement that is invalid or unenforceable in any situation will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

10. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

11. Notices. All notices, requests, demands and other communications under this Assignment Agreement shall be given in accordance with Section 12.1 of the Agreement and at the addresses set forth therein.

12. No Amendment. No amendment to the terms and conditions of this Assignment Agreement shall be valid and binding on PacifiCorp or Price unless made in writing and signed by an authorized representative of each of them.

[Signature page follows]

IN WITNESS WHEREOF, each of PacifiCorp and Price has caused its duly authorized representative to execute this Assignment and Assumption Agreement as of the date first above written.

PRICE MUNICIPAL CORPORATION

By: _____

Name:

Title:

PACIFICORP

By: _____

Name:

Title:

SCHEDULE 3.3
ENCUMBRANCES

None.

SCHEDULE 3.14(b)

ENVIRONMENTAL MATTERS

None.

SCHEDULE 5.1 (a)

REQUIRED CONSENTS

	PacifiCorp	Price
Federal Energy Regulatory Commission Section 203	Not required.	Not required.
Oregon Public Utility Comission	Notification required.	

PRICE MUNICIPAL CORPORATION

OFFICER'S CERTIFICATE

This Officer's Certificate is delivered pursuant to Section 2.6(b) of that certain Asset Purchase Agreement dated as of June _____, 2015 (the "Purchase Agreement"), by and between PacifiCorp, an Oregon corporation (the "Company"), and Price Municipal Corporation, a Utah corporation. Capitalized terms that are used but not otherwise defined in this Officer's Certificate shall have the meanings ascribed to such terms in the Purchase Agreement.

The undersigned hereby certifies that he is duly authorized to execute and deliver this Officer's Certificate on behalf of the Company, and further certifies that all conditions required by the terms of Article VIII of the Purchase Agreement to be satisfied, performed or complied with by the Company on or before the date hereof have been so satisfied, performed and complied with in all material respects.

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate as of the date set forth below.

PRICE MUNICIPAL CORPORATION

Dated _____, 2015.

By: _____

Name:

Title:

Account No: 3155
Business Activity: 8/21
Fee: \$100



BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3183.

PLEASE TYPE OR PRINT LEGIBLY.

☐ Renewal (check and show **changes only** on form below)

Business Information			
Business Status: <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change			
Business Name (include DBA): <u>Body Talk</u>			
If Name Change, list previous name:			
Business Address: <u>790 North Cedar Hills Drive</u>		Suite/Apt. No.:	
City: <u>Price</u>	State: <u>Utah</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(435) 637-5556</u>	Business E-mail: <u>www.healingartscenter.net</u>	Business Fax:	
Mailing Address (if different)	City:	State:	Zip Code:
Property Owner's Name: <u>Cindi Pierce</u>		Property Owner's Telephone: <u>(435) 650-9501</u>	
Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC (Include copy of name registration with the State of Utah)			
Type of Business: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Home Occupation <input type="checkbox"/> Reciprocal		Building Occupancy Type:	
Nature of Business: <input type="checkbox"/> Manufacturing <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Services <input checked="" type="checkbox"/> Other			
Opening Date: <u>3-10-15</u> Business Hours: From <u>12:00</u> To <u>3:00</u> <u>(M)</u> T W TH <u>(F)</u> S SU (please circle)			
Detailed Description of Business: <u>Massage Therapist</u>			
Commercial Square Feet:		No. of Mobile Home Spaces:	
No. of RV Spaces:			
State Sales Tax I.D. No. (Include copy or proof of exemption):		Federal Tax I.D. No. (Include copy, if applicable):	
State License No. (Include copy, if applicable): <u>9347628-0151</u>		State License Type:	
THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. Check all that apply. <input type="checkbox"/> Alcoholic Beverages <input type="checkbox"/> Eating Establishment <input type="checkbox"/> Taxi Cab/Motor Carrier <input type="checkbox"/> Pawnbroker <input type="checkbox"/> Sexually Oriented Business			

NOTE: If applying for any of these businesses, other than an Eating Establishment, please complete the Consent to a Background/Criminal History Check form included with this application.

If applicant is a SOLE PROPRIETOR, complete this section.

Owner's Name: Doug Huntington

Owner's Address: Box 25 40 North Mill Dam Road

Suite/Apt. No.:

City: Orangeville

State: Utah

Zip Code: 84537

Owner's Telephone:
(435) 748-2128

Owner's E-mail:
dougstucco77@hotmail.com

Owner's Fax:

Owner's Birth Date:
11-6-56

Owner's Drivers License No. (include state & provide copy):

Manager Information (if applicable)

Manager's Name:

Manager's Address:

Suite/Apt. No.:

City:

State:

Zip Code:

Manager's Telephone: ()

Manager's E-mail:

Manager's Fax:

Manager's Birth Date:

Manager's Drivers License No. (include state):

If applicant is a CORPORATION, PARTNERSHIP, OR LLC, complete this section.

ALL OFFICERS (First/Middle/Last)

HOME ADDRESS (City, ST, Zip)

HOME TELEPHONE

1.

()

2.

()

3.

()

TITLE

DATE OF BIRTH (MM/DD/YYYY)

DRIVERS LICENSE NO. (Include copy)

1.

/ /

ST

2.

/ /

ST

3.

/ /

ST

I am aware that this application does not constitute approval to operate a business. I hereby agree to conduct said business strictly in accordance with the laws and ordinances covering such business, and swear under penalty of law that the information contained herein is true.

Signature of Owner/Agent

Date

Please Print Name

Title

Please allow at least 10 working days for your application to be processed.

Office Use Only

Approval:

Business Licensing

Police

Fine

P & Z

Inspection

Other

Date Approved

Account No: 3154
Business Activity: 8189 Consulting Services
Fee: \$100 PK 06-05-15



BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3183.

PLEASE TYPE OR PRINT LEGIBLY.

☐ Renewal (check and show changes only on form below)

Business Status: <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change			
Business Name (include DBA): <u>PK Geography LLC</u>			
If Name Change, list previous name:			
Business Address: <u>140 Hillcrest Dr.</u>		Suite/Apt. No.:	
City: <u>Price</u>	State: <u>Utah</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(435) 650-8041</u>	Business E-mail: <u>pkgeog@gmail.com</u>	Business Fax: <u>none</u>	
Mailing Address (if different)		City:	State: Zip Code:
Property Owner's Name: <u>Pete K. Iboune</u>		Property Owner's Telephone: <u>(435) 650-8041</u>	
Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> LLC (Include copy of name registration with the State of Utah)			
Type of Business: <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Home Occupation <input type="checkbox"/> Reciprocal		Building Occupancy Type:	
Nature of Business: <input type="checkbox"/> Manufacturing <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Services <input type="checkbox"/> Other:			
Opening Date: <u>6-1-15</u> Business Hours: From <u>Nothing</u> To <u>5:00 PM</u> M T W T H F S S U (please circle)			
Detailed Description of Business: <u>Geographic, database, and information services.</u>			
Commercial Square Feet:		No. of Mobile Home Spaces: <u>0</u>	
No. of RV Spaces: <u>0</u>			
State Sales Tax I.D. No. (Include copy or proof of exemption):		Federal Tax I.D. No. (Include copy, if applicable): <u>47-7067434</u>	
State License No. (Include copy, if applicable):		State License Type:	
THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. Check all that apply. <input type="checkbox"/> Alcoholic Beverages <input type="checkbox"/> Eating Establishment <input type="checkbox"/> Taxi Cab/Motor Carrier <input type="checkbox"/> Pawnbroker <input type="checkbox"/> Sexually Oriented Business			
NOTE: If applying for any of these businesses, other than an Eating Establishment, please complete the <u>Consent to a Background/Criminal History Check</u> form included with this application.			

Owner's Name: <u>Pete Kilbourne</u>		
Owner's Address: <u>140 Hillcrest Dr.</u>		Suite/Apt. No.:
City: <u>Price</u>	State: <u>Utah</u>	Zip Code: <u>84501</u>
Owner's Telephone: <u>(435) 650-8041</u>	Owner's E-mail: <u>pk9009@gmail.com</u>	Owner's Fax: <u>none</u>
Owner's Birth Date: <u> </u>		Owner's Drivers License No. (include state & provide copy):

Manager's Name:		
Manager's Address:		Suite/Apt. No.:
City:	State:	Zip Code:
Manager's Telephone: ()	Manager's E-mail:	Manager's Fax:
Manager's Birth Date:		Manager's Drivers License No. (include state):

ALL OFFICERS (First/Middle/Last)	HOME ADDRESS (City, ST, Zip)	HOME TELEPHONE
1. <u>Peter Marshall Kilbourne</u>	<u>140 Hillcrest Dr. Price, Utah 84501</u>	<u>435 650-8041</u>
2.		()
3.		()

TITLE	DATE OF BIRTH (MM/DD/YYYY)	DRIVERS LICENSE NO. (Include copy)
1. <u>member/manager</u>	<u>12/15/1948</u>	<u># 145539516 ST UTAH</u>
2.	<u> / / </u>	<u># ST</u>
3.	<u> / / </u>	<u># ST</u>

I am aware that this application does not constitute approval to operate a business. I hereby agree to conduct said business strictly in accordance with the laws and ordinances covering such business, and swear under penalty of law that the information contained herein is true.

Pete Kilbourne 6/2/2015
 Signature of Owner/Agent Date member/manager
Pete Kilbourne owner/member PK
 Please Print Name Title

Please allow at least 10 working days for your application to be processed.

Account No: 3156
Business Activity: 532 Rental & Leasing Services and/or space
Fee: \$100
PD 06/12/2015



BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3183.

PLEASE TYPE OR PRINT LEGIBLY.

☐ Renewal (check and show changes only on form below)

Business Status: <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change			
Business Name (include DBA): <u>Nix Plaza Annex Property Management</u>			
If Name Change, list previous name: <u>Enjoy Salon</u>			
Business Address: <u>470 College Ave.</u>		Suite/Apt. No.:	
City: <u>Price</u>	State: <u>UT</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(435) 749-2853</u>		Business E-mail:	
Business Fax:			
Mailing Address (if different)		City:	State:
		Zip Code:	
Property Owner's Name: <u>Richard A. Morley</u>		Property Owner's Telephone: <u>(749) 2853</u>	
Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC (Include copy of name registration with the State of Utah)			
Type of Business: <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Home Occupation <input type="checkbox"/> Reciprocal		Building Occupancy Type:	
Nature of Business: <input type="checkbox"/> Manufacturing <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input type="checkbox"/> Services <input type="checkbox"/> Other: <u>Property Management</u>			
Opening Date: <u>7/20/15</u>		Business Hours: From <u>9</u> To <u>5</u> <u>MTWTFSS</u> (please circle)	
Detailed Description of Business: <u>Develop Properties, Sale, lease of them.</u>			
Commercial Square Feet:		No. of Mobile Home Spaces:	
No. of RV Spaces:			
State Sales Tax I.D. No. (Include copy or proof of exemption):		Federal Tax I.D. No. (Include copy, if applicable): <u>45-2180496</u>	
State License No. (Include copy, if applicable):		State License Type:	
THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. Check all that apply. <input type="checkbox"/> Alcoholic Beverages <input type="checkbox"/> Eating Establishment <input type="checkbox"/> Taxi Cab/Motor Carrier <input type="checkbox"/> Pawnbroker <input type="checkbox"/> Sexually Oriented Business			
NOTE: If applying for any of these businesses, other than an Eating Establishment, please complete the <u>Consent to a Background/Criminal History Check</u> form included with this application.			

Owner's Name: <u>Richard H. Morley</u>		
Owner's Address: <u>470 College Ave</u>		Suite/Apt. No.:
City: <u>Price</u>	State: <u>UT</u>	Zip Code: <u>84501</u>
Owner's Telephone: (435) 749-2853	Owner's E-mail: <u>rh.morley@emeryfd.com.net</u>	Owner's Fax:
Owner's Birth Date: <u>1/80/35</u>		Owner's Drivers License No. (include state & provide copy): <u>007788683</u>

Manager's Name:		
Manager's Address:		Suite/Apt. No.:
City:	State:	Zip Code:
Manager's Telephone: ()	Manager's E-mail:	Manager's Fax:
Manager's Birth Date:		Manager's Drivers License No. (include state):

ALL OFFICERS (First/Middle/Last)	HOME ADDRESS (City, ST, Zip)	HOME TELEPHONE
1.		()
2.		()
3.		()
TITLE	DATE OF BIRTH (MM/DD/YYYY)	DRIVERS LICENSE NO. (Include copy)
1.	/ /	# ST
2.	/ /	# ST
3.	/ /	# ST

I am aware that this application does not constitute approval to operate a business. I hereby agree to conduct said business strictly in accordance with the laws and ordinances covering such business, and swear under penalty of law that the information contained herein is true.

Signature of Owner/Agent: [Signature] Date: 6/11/15
Please Print Name: _____ Title: _____

Please allow at least 10 working days for your application to be processed.

Price City Police Department Travel Request and Authorization

Date: June 3, 2015

Employee: David Wilkinson

Purpose of Travel: NAMI 2015 National Convention

Agency Sponsoring Activity: NAMI (National Alliance on Mental Illness)

Destination: San Francisco, California

Dates employee will be involved in training (include travel time): July 5-10, 2015

Expenses will be reimbursed to the City by: CIT (Crisis Intervention Team of Utah)

will reimburse Price City all expenses (see attached listed) except what is listed below.

Method of Travel:

City Vehicle (gas) \$ _____

Personal Vehicle (gas)

_____ miles x _____ cents per mile = \$ _____

Meals:	1 day at \$60	\$ 60.00
---------------	---------------	----------

Lodging:	1 night	\$ <u>208.45</u>
-----------------	---------	------------------

Registration Fees: \$ _____

Other Expenses: _____ \$ _____

Total \$ 268.45

Submitted by: Chief Kevin Drolc

Submitted to City Council for Approval on 11/15/2011

FOR CHIEF DROL



CRISIS INTERVENTION TEAM

of UTAH

A program of the Utah Division of Substance Abuse and Mental Health
Administered by the Salt Lake City Police Department

Date of Departure	07/05/2015	Date of Return	07/10/2015
Name of Traveler	David Wilkinson	<u>Organizational Use Only</u>	
Agency to be Reimbursed	Price City Police Department		
Address	910 North 700 East		
City, State, Zip	Price, UT 84501		
Phone Number	435-636-3190		

Category	Estimated Expenses	Actual Expenses
1) Air Travel	554.21	
2) Ground Travel	34.00	
3) Lodging	833.98	
4) Per Diem	300.00	
5) Registration	235.00	
6) Luggage Fees	0.00	
TOTAL	\$1,957.19	

Purpose of Travel: 2015 NAMI National Convention; San Francisco, CA; July 6-9, 2015

Limitations: The Salt Lake City Police Department will reimburse the selected agency for the costs of roundtrip coach air fare including luggage expenses, ground travel to and from the hotel excluding rental vehicles, up to four nights standard room lodging at a conference hotel or equivalent, \$60 per day per diem for up to five days, and the **NAMI Member** registration fee.

Procedure: Please complete this form with estimated expenses and **return by June 1, 2015**. After the actual expenses have been incurred, please resubmit a copy of this form with actual expenses completed and a copy of each receipt attached. Please submit for reimbursement within 10 business days of return.

Submit to: SLCPD
Attn: CIT Program
PO Box 145497
Salt Lake City, Utah 84114

Fax: (801) 799-3710
E-mail: CIT@slcgov.com



The 2015 NAMI National Convention



Come Find Your Heart In San Francisco

Register Now

(/Get-Involved/The-2015-NAMI-National-Convention/Register2)

Whether you left your heart in San Francisco or you've never visited this beautiful city by the bay, make plans now to join us for the 2015 NAMI National Convention.

You won't want to miss the outstanding program offerings:

- Top-notch researchers and clinicians providing information and tools to advance and sustain recovery from mental illness
- People living with a mental illness and their families providing their own important perspectives on recovery
- The country's keenest minds and savviest policymakers offering strategies and tactics to effectively advocate for changing the mental health system in our nation

- Abundant networking opportunities so we can learn from each other about how we can improve the lives of all people living with mental illness and their families
- Inspiration, innovation and an exhilarating four days in this wonderful city

The fastest and easiest way is to register online.

2015 Convention Registration Rates

Full Registration Rates (includes closing night dinner ticket)

	Member	Non-Member	Deadline
Early Bird	\$235	\$310	5/31/15
Consumer Early Bird	\$160	\$220	5/31/15

Day Registration Rates (does not include closing night dinner ticket)

	Member	Non-Member	Deadline
Day rate	\$100	\$125	N/A
Consumer Day rate	\$60	\$75	N/A

Full Registration rates include the four days of convention attendance and a ticket to the closing night dinner.

These rates are for pre-convention registration only and are good through **June 15, 2015**. After that date, you must register onsite at a higher rate.

Registration Details

To qualify for the **member rate**, you must be a current NAMI member and provide your member number or the name of your state affiliate.

To qualify for the **consumer rate**, you must be an individual living with a mental health condition.

Full payment must be received with registration. Acceptable forms of payment are Visa, MasterCard, American Express, check and purchase orders. Purchase orders must be paid by May 1, 2015.

You may transfer your registration to another person. You must notify us in writing of this change no later than June 15, 2015.

Cancellations

- All cancellations must be made in writing by mail, fax, or email by June 15, 2015 to **convention@nami.org (mailto:convention@nami.org)**
- If you cancel prior to May 31, 2015, there is a \$25 service fee to cover administrative costs.
- If you cancel between June 1 and June 15, there is a \$50 service fee to cover administrative costs.
- No refunds will be processed after June 15, 2015.

Contact Us Main 703-524-7600

Member Services 888-999-6264

HelpLine 800-950-6264

3803 N. Fairfax Drive, Suite 100 Arlington, VA 22203

Copyright © 2015 NAMI. All Rights Reserved.



*traveling with
a gun*

Plan Your Trip



Coming To San Francisco

The most convenient airport to fly into is the San Francisco International Airport (SFO).

We have arranged for airfare discounts on United Airlines for NAMI convention attendees. You can save up to 10% on your ticket purchase with these discounts!

For the best price, book your reservation online at **United Website**
(<http://www.united.com/>).

- Select your travel dates and originating airport, then click on "Advanced Search." That will take you to a new page.
- Scroll half-way down the page and you will see the question: "Do you have any

promotional offers to redeem?"

- Type in NAMI discount code **ZUCK706092** in the "Offer Code box".

For phone reservations: call United Meetings at 800-426-1122 and refer to **Z Code ZUCK** and **Agreement Code: 706092**

Where To Stay

Convention Hotel

Hilton San Francisco Union Square
333 O'Farrell Street, San Francisco, CA 94102
(415) 771-1400

The Hilton San Francisco Union Square hotel is sold out for the Convention.

Other Hotel Options:

Parc 55 Hotel (located 1 block from the Hilton.)

- 1 King bed room - \$179/night, plus tax.
- 2 Double bed room - \$179/night, plus tax.

Reserve rooms by going to **<https://aws.passkey.com/g/50867712>**
(**<https://aws.passkey.com/g/50867712>**)

Kimpton Prescott Hotel (located 3 blocks from the Hilton.)

- 1 Queen bed room - \$199/night, plus tax.
- 2 Double bed room - \$199/night, plus tax.

Reserve rooms by calling the Prescott Hotel Reservations Department 1-877-456-9621. Tell them you are reserving under the NAMI block OR clicking the following link: **NAMI Room Block** (**[https://gc.synxis.com/rez.aspx?](https://gc.synxis.com/rez.aspx?Hotel=26755&Chain=10179&arrive=7/5/2015&depart=7/10/2015&adult=1&child=0&group=1103)**

Hotel=26755&Chain=10179&arrive=7/5/2015&depart=7/10/2015&adult=1&child=0&group=1103

Grand Hyatt San Francisco Hotel (located 5 blocks from the Hilton)

- 1 Queen bed room - \$185/night, plus tax.
- 2 Double bed room - \$185/night, plus tax.

Reserve rooms by going to **<https://resweb.passkey.com/go/b45d29b6>**

(**<https://resweb.passkey.com/go/b45d29b6>**) or calling the Grand Hyatt hotel directly at 1-

800-421-1442. Tell the agent you are booking under the discounted "NAMI National Convention" rate.

There are also a number of other hotels in the Union Square neighborhood with rooms ranging from \$199 - \$299/night. Check www.priceline.com (<http://www.priceline.com/>) for a listing of hotels in the Union Square neighborhood.

Getting to the Hilton San Francisco Union Square Hotel:

You can travel from SFO airport to the Hilton Hotel via the **BART** train, taxi or Super Shuttle.

San Francisco International Airport (SFO) is 17 miles south to the San Francisco Hilton Union Square. Travel time is approximately 25-35 minutes depending on traffic.

SuperShuttle operates door-to-door van service from all terminals at SFO. For reservations, call 415-558-8500 at least 24 hours in advance of arrival date, or book **online** (<http://www.supershuttle.com/>). The fare is \$17/one way per person.

Taxi service is available to and from SFO. The fare is \$43 - \$53 (not including tips). Taxis may add a \$2 pass-through fee to airport fares leaving SFO.

If you don't mind a 10 minute walk, the cheapest way to get from the airport to the Hilton is via the **BART train**. The SFO **BART** (<http://www.bart.gov>) Station is located in the International Terminal with direct links (one level above) to all terminals via the SFO AirTrain. Approximate travel time between downtown San Francisco and the SFO International Terminal is 30 minutes. Tickets are \$8.65.

The closest station to the Hilton is the Powell St. stop.

Looking for more information? Visit www.sanfrancisco.travel (<http://www.sanfrancisco.travel/>)

Contact Us Main 703-524-7600
Member Services 888-999-6264
HelpLine 800-950-6264
3803 N. Fairfax Drive, Suite 100 Arlington, VA 22203

[Home](#) > Thank You for Choosing United Airlines

Thank You for Choosing United Airlines

United Confirmation Number ATK0E0

Purchase Summary

1 Adult (18-64)	\$526.01
<u>Additional Taxes/Fees</u>	\$28.20
Total	\$554.21

Payment Information

Name of Cardholder:

Price Municipal Corp Police Dept

Card Type:

Visa

Flight Details

United Confirmation Number ATK0E0

Sun., Jul. 5, 2015 | Salt Lake City, UT (SLC) to San Francisco, CA (SFO)

Depart:

10:30 a.m.

Arrive:

11:41 a.m.

Travel

Time: **2 hr**

Distance:

599 mFlight: **UA4995**Operated by SKYWEST DBA
UNITED EXPRESS.Aircraft: **Canadair Regional
Jet 700**Fare Class: **United Economy
(U)**Meal: **None****No Special Meal Offered.**

★ Promotional Offer Applied

Sun., Jul. 5, 2015**Sun., Jul. 5, 2015**

Salt Lake City, UT (SLC)

San Francisco, CA (SFO)

11 mn

Fri., Jul. 10, 2015 | San Francisco, CA (SFO) to Salt Lake City, UT (SLC)

Depart:

5:04 p.m.

Arrive:

8:02 p.m.

Travel

Time: **1 hr**

Distance:

599 mFlight: **UA6418**Operated by SKYWEST DBA
UNITED EXPRESS.Aircraft: **Embraer ERJ-175**Fare Class: **United Economy
(Q)**Meal: **None****No Special Meal Offered.**

★ Promotional Offer Applied

Fri., Jul. 10, 2015**Fri., Jul. 10, 2015**

San Francisco, CA (SFO)

Salt Lake City, UT (SLC)

58 mn

Traveler(s)**David Paul Wilkinson****Date of Birth:** October 06, **** **Gender:** Male

Special Meals Request: Not applicable for this itinerary
E-mail Address: p*****e@priceutah.net
Home Phone: (435) 630-6228 - United States
Business/Other Phone: (435) 636-3190 - United States

Seat Assignments: SLC - SFO: 12D
 SFO - SLC: 11D

MileagePlus earnings: Add your MileagePlus number to your reservation in order to be eligible to earn miles.

Not a MileagePlus member yet? [Join MileagePlus](#) and begin earning miles.

Economy Plus

Purchase Economy Plus® seating and enjoy more space to relax. Book early for the best availability.

San Francisco Hotels

From

\$70 Book Today[Search Hotels >](#)**San Francisco Car Rentals****Hertz**

Book with Hertz and save up to 40% and earn up to 1,250 miles per rental.

[Search Cars >](#)**Important Travel Information:**

- The U.S. government raised the security alert level and implemented extra restrictions to assure the security of air travel. Certain changes in airport procedures and restrictions on items allowed on board aircraft are detailed on the [Travel Alert: Elevated Security](#) page.
- Any changes to your flight reservations may incur additional charges.
- Airlines require government issued photo identification upon check-in, such as a driver's license or passport.
- [Passport, visa and health requirements](#) may apply for this itinerary. Each passenger must ensure he or she has all required travel documents as stated in Rule 19 of the [Contract of Carriage](#). Information on this site is provided as a courtesy and should be verified by the passenger before travel. Other resources include the consulate of the destination country and the [U.S. Department of State](#).
- Please read important information governing [airline baggage liability limitations](#).
- You will be contacted with any changes or additional information such as schedule changes, itinerary changes, etc.
- Special services are on a request basis and cannot be guaranteed.

- Special meal requests must be received at least 24 hours before the departure of your flight and cannot be guaranteed.

*Award miles shown are the miles that can be earned for this flight. Mileage accrued will vary depending on the terms and conditions of your frequent flyer program. United MileagePlus mileage accrual and other benefits of MileagePlus associated with air travel are subject to the rules of the MileagePlus program. Once travel has started, accruals will no longer display. You can view your MileagePlus account for posted accrual.

✈ Important Baggage Information

Carry-on baggage allowed

United accepts the following items, per customer to be carried on the aircraft at no charge:

- One carry-on bag no more than 45 linear inches or 114 linear centimeters (L + W + H) or 14 inches x 9 inches x 22 inches (23 x 35 x 56 cm)
- One personal item (such as a shoulder or laptop bag).

[Learn more about carry-on baggage policy](#)

Checking bags for this itinerary

Checked baggage service charges are collected at any point in the itinerary where bags are checked. The bag service charges below reflect a maximum outside linear dimension of 62 linear inches (157 cm)

First and second baggage service charges per traveler as listed below:

		1st bag	2nd bag	Weight per bag
Sun., Jul. 5, 2015	Salt Lake City, UT (SLC) to San Francisco, CA (SFO)	\$25	\$35	50.0 lbs (23 kgs)
Fri., Jul. 10, 2015	San Francisco, CA (SFO) to Salt Lake City, UT (SLC)	\$25	\$35	50.0 lbs (23 kgs)



Check Your First Bag for Free

Save up to \$100 per roundtrip. Primary Cardmembers and a companion on the same reservation can check their first bag free on United-operated flights when purchasing tickets with their Explorer Card.

[Learn more](#)

These amounts represent an estimate of the first and second checked baggage service charges that may apply to your itinerary. If your itinerary contains multiple travelers, the service charges may vary by traveler, depending on status or memberships.

First and second bag service charges do not apply to active-duty members of the U.S. military and their accompanying dependents when the flight is operated by United or United Express. For additional information regarding baggage charges, allowances, weight/size restrictions, exceptions or embargoes, or charges for overweight, oversized, excess, odd-sized baggage, special items or sporting equipment, visit united.com/baggage

PARC 55

SAN FRANCISCO
A HILTON HOTEL

National Alliance on Mental Illness

JUL 5, 2015 - JUL 10, 2015

Your reservation is complete.[Hide Details](#)

DAVID WILKINSON - You are Eligible for a Custom Upgrade
Premium rooms may go unsold and can be offered at check-in
for as little as \$29 extra per night!

[Show My Custom Upgrade](#)PARC 55
SAN FRANCISCO
A HILTON HOTEL

PARC 55 SAN FRANCISCO - A HILTON HOTEL
55 Cyril Magnin Street, San Francisco, CA 94102, UNITED STATES
SFOSF-Reservations@hilton.com

Acknowledgement number: 32C9FWL9
David Wilkinson

CLASSIC 1 KING

Dates: Jul 5, 2015 - Jul 10, 2015

5 nights, 1 adult, 0 children

[MODIFY](#)[CANCEL](#)

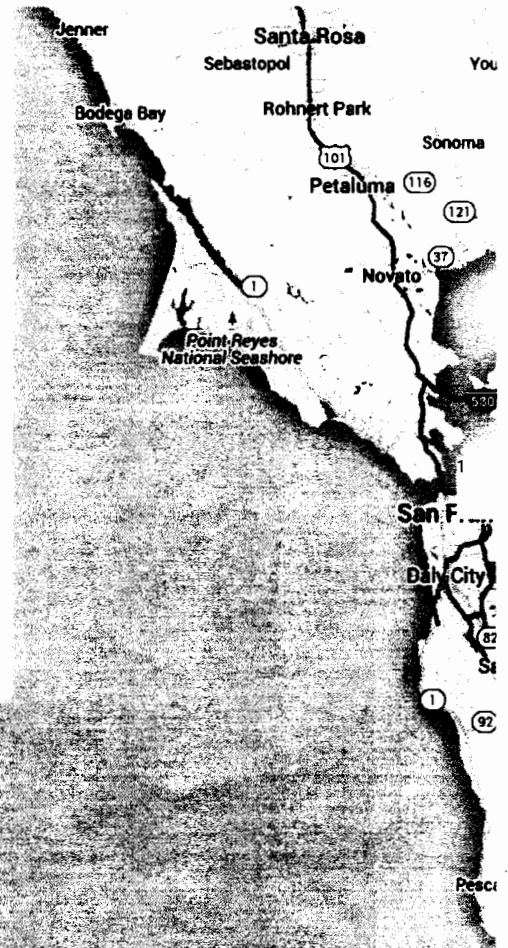
Rates: USD 895.00

Taxes: USD 147.23

Total: USD 1,042.23

[SHARE](#)[PRINT](#)[ADD TO CALENDAR](#)

Cable 55



Google

All data protected by Passkey International, Inc. No unauthorized use or disclosure is permitted.

Copyright © 1997-2015 Passkey International, Inc. All Rights Reserved. Privacy Policy, Terms and Conditions.

Supported Browsers

9.16-149-040815-production dapp2b

10 km

©2015 Google

[LEARN MORE](#)[FIND SUPPORT](#)[GET INVOLVED](#)[Home](#)[Membership | Amazon.com |](#)

Shopping Cart | Receipt

Thank you for your order.

Your Confirmation Number is **AT0ED3402BDE**.You may [print](#) this page for your records.

Billing/Shipping Information

customer name: Wilkinson David
email: pricepolice@priceutah.net
phone: (435)636-3190

billing name: Wilkinson David
contact: Wilkinson David

shipping label: David Wilkinson
 910 North 700 East
 Price, UT 84501

billing label: David Wilkinson
 910 North 700 East
 Price, UT 84501

Payment Information

payment amount: 235.00

payment method: Mastercard, VISA, Discover

net-total: \$235.00**net-applied:** \$235.00**net-balance:** \$0.00

authorization code: 027016

reference number: AT0ED3402BDE

Item						Purchase Details	
	price	qty	discount	tax	shipping		
Full Registration - Early Bird (Includes One Dinner Ticket)	\$235.00	1.00		\$0.00	\$0.00	t	f

MENTAL ILLNESS

ADHD
 Anxiety Disorders
 Autism
 Bipolar Disorder
 Borderline Personality Disorder
 Depression
 Dissociative Disorders
 Eating Disorders
 Obsessive-Compulsive Disorder
 Posttraumatic Stress Disorder
 Schizoaffective Disorder
 Schizophrenia

RELATED CONDITIONS

Dual Diagnosis
 Psychosis
 Self-harm
 Sleep Disorders
 Suicide

ABOUT US

Public Policy
 NAMI Advocacy
 Our Structure
 Our Finances
 Publications and Reports
 Careers at NAMI
 NAMI Bookstore

GET INVOLVED

Become a Member
 Create an Account
 Donate
 DIY Fundraising
 NAMI on Campus
 NAMWalks
 Share Your Story
 Take Action on NAMI Issues
 Volunteer at NAMI

NAMI PROGRAMS

NAMI Basics
 NAMI Connection
 NAMI Ending the Silence
 NAMI Family Support Group
 NAMI Family-to-Family
 NAMI Homefront
 NAMI In Our Own Voice
 NAMI Peer-to-Peer
 NAMI Parents & Teachers as Allies
 NAMI Provider Education

CONTACT US

NAMI
 3803 N. Fairfax Drive,
 Suite 100 Arlington,
 VA 22203
Main
 703-524-7600
Fax
 703-524-9094
Member Services
 888-999-6264
Helpline
 800-950-6264
Press & Media

STAY CONNECTED

Discussion Groups
Terms of Use
Site Map
Copyright © 2015 NAMI. All Rights Reserved.

TRAVEL REQUEST AND AUTHORIZATION

Estimated Total	\$ 284.56
-----------------	-----------

Approval:

Councilperson

Supervisor (if applicable)

Finance (Budgeted)

Price City Police Department Travel Request and Authorization

Date: July 2, 2015

Employee: Shauna Fassett

Purpose of Travel: To attend Terminal Agency Coordinator (TAC)

Agency Sponsoring Activity: Bureau of Criminal Identification (BCI)

Destination: St. George, Utah

Dates employee will be involved in training (include travel time): Sept. 15-17, 2015

Expenses will be reimbursed to the City by: _____

Method of Travel:

City Vehicle (gas) \$ _____

Personal Vehicle (gas)

_____ miles x _____ cents per mile = \$ _____

Meals: 15-\$16/16-17 \$39 PO 30737 \$ 94.00

Lodging: Visa \$ 332.28

Registration Fees: PO 30753 \$ 90.00

Other Expenses: _____ \$ _____

Total \$ 516.28

Submitted by: Chief Kevin Drolc

Submitted to City Council for Approval on _____



Shauna Fassett <shaunaf@priceutah.net>

2015 TAC Conference

1 message

BCIFS PS <bcifs@utah.gov>

Mon, Jun 15, 2015 at 3:50 PM

Bcc: shaunaf@priceutah.net

2015 TAC Conference

Miscellaneous Agencies:
Thursday, September 3, 2015; 8:00-5:00
Miller Free Enterprise Center
9750 S 300 W
Sandy, UT 84070

Courts:
Registration 12:00 p.m. Monday, September 14, 2015;
General Session 1:00 p.m. Monday, September 14, 2015 (mandatory for courts);
Tuesday, September 15, 2015 - 1/2 day

Law Enforcement:
Optional Registration Tuesday, September 15, 2015 - early evening;
Wed. and Thurs., Sept. 16 & 17, 2015
(Wed. Sept. 16, 2015 is mandatory for Law Enforcement Agencies)

Location (Courts and Law Enforcement):
Dixie Convention Center
1835 S Convention Center Drive
St. George, Utah 84790

Please fill out this form using the guidelines below: <http://goo.gl/forms/tsbJWjDgVe>

- 1) Fill out the form so that BCI can get a count of how many people will be attending.
- 2) The registration fee will be \$90. Payment will be accepted after July 1, 2015. BCI will send you instructions on how to submit the payment. DO NOT send in registration fee prior to July 1, 2015.
- 3) Please fill out one form per individual attending from your agency.
- 4) Sign up for the appropriate dates for your type of agency.

THANK YOU!